

STATE OF NORTH DAKOTA
Information Technology Department
600 East Boulevard – Dept. 112
Bismarck, ND 58505-0100



Request For Proposals
RFP 112-0405
Date of Issue: 14 April 2004

Public Safety Mobile Radio Communications:

State of North Dakota Information Technology Department is soliciting proposals for the replacement of the statewide public safety radio communications system with state-of-the-art equipment utilizing Project 25 standards.

Bidders are not required to return this form

Jerry Fossum, Director of Telecommunications
Information Technology Department
Procurement Officer

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Information Technology Department of the State of North Dakota, ("State"), is soliciting proposals for the procurement and installation of a statewide voice radio communications system. The state is requesting proposals for the complete replacement of the existing system. Vendors are encouraged to include optional features and functions typical of a State-of-the-art Public Safety Radio System. The system is to utilize Project 25 standards to the greatest extent possible. Vendors are required to provide a proposed migration plan to Project 25 trunking technology.

1.02 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Bidders must submit *ten (10) printed copies and two (2) CD-ROM copies* of their proposal in a sealed envelope or package. Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "Cost proposal."

Proposals must be submitted to the following address:

**State of North Dakota
Information Technology Department
Attention: Brandy Peterson
Request for Proposal (RFP) Number: 112-0405
Project name: Public Safety Mobile Radio
1615 Capitol Way
Bismarck, ND, 58501**

Proposals must be received at the location specified no later than **2:00 P.M., Central Daylight Savings Time on May 17, 2004**. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means.

Bidders may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Bidders assume the risk of the method of dispatch chosen. The State of North Dakota assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. A bidder's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.03 Assistance to Bidders with a Disability

Bidders with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.04 Schedule of Events

This schedule of events represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

- RFP Issued: **April 14, 2004**
- Site Visits: **April 21, 2004**
- Pre-proposal Conference: **April 22, 2004**
- Deadline for receipt of questions and requests for clarification: **April 28, 2004**
- RFP Opening: **May 17, 2004**
- Proposal Evaluation Committee complete evaluation by: **May 28, 2004**
- State issues Notice of Intent to Award a Contract: **June 1, 2004**
- State issues contract: **June 30, 2004**
- Contract start: **July 5, 2004**

1.05 Required Review

Bidders should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer by the time and date indicated in the Schedule of Events to allow issuance of any necessary amendments. This will also help prevent the opening of a defective solicitation and exposure of

Bidder's proposals upon which an award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

1.06 Questions Received Prior to Opening of Proposals

The procurement officer is the main point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: **Jerry Fossum**
PHONE: **701.328.1002**
FAX: **701.328.3000**
TTY Users call: **1.800.366.6888** (Relay North Dakota)
E-MAIL: **bpeterson@state.nd.us**

All questions must be in writing and directed to the issuing office, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone; however, some questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination.

Oral communications is considered unofficial and non-binding on the State. The bidder must confirm telephone conversations in writing.

1.07 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all bidders that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.08 Offer Held firm

Proposals must remain open and valid for at least **90 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **90 DAYS**, the State will send a written request to all bidders deemed susceptible for award asking bidders to hold their price firm for a longer specified period of time.

1.09 Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Bidders may not qualify the proposal nor restrict the rights of the State. If a bidder does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of a bidder determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

1.10 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.11 Conflict of Interest

Bidders must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the bidder's proposal. The State's determination regarding any questions of conflict of interest is final.

1.12 Bidder's Certification

By signature on the proposal, a bidder certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any bidder fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

1.13 News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

An individual authorized to bind the bidder to the provisions of the RFP must sign all proposals.

2.02 Vendor Registration

VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful bidder will be required to become approved prior to award.

Prospective bidders may access the Procurement Vendor Database at <http://www.state.nd.us/csd/spo/csd-spo-public.htm> to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code **INSERT THE APPLICABLE 5-DIGIT NIGP COMMODITY CODE**.

To become an approved vendor, bidders must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed bidders List Application to the North Dakota State Procurement Office. Registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the North Dakota State Procurement Office at 701-328-1726 or infospo@state.nd.us for assistance.

The successful bidder must register and become approved within **60 CALENDAR DAYS** from the date of the Notice of Intent to Award. If a bidder fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

NORTH DAKOTA SECRETARY OF STATE REGISTRATION

If the scope of the work will require the contractor to performed work within North Dakota, the successful bidder may be required to register with the North Dakota

Secretary of State prior to award unless the project is an isolated transaction for the vendor and it has not previously done work within North Dakota. Contact the North Dakota Secretary of State at 701-328-4284.

2.03 Radio Site visits and Pre-proposal Conference

Site visits will be conducted on Wednesday, April 21, 2004, 8:00 am central daylight savings time. The following locations will be visited; (one radio tower location, the State Operations Center (the central dispatch center), and a couple of vehicles with radio systems will be reviewed.) To RSVP and to confirm the details for the arrangements for these site visits, contact Terese Birnbaum at tbirnbaum@state.nd.us or 701.328.3266 by Monday, April 19, 2004.

Site visits are recommended for all bidders, such visits are intended to facilitate the understanding of the existing radio site conditions. If the bidder does not visit a particular site and bases his proposal on any assumptions, those assumptions must be delineated in the proposal, or the bidder will bear any costs due to those assumptions being incorrect.

A pre-proposal conference will be held at **8:30 am to 11:30 am**, central daylight savings time, on **April 22, 2004** in the **Brynhild Haugland** conference room on the **Ground** floor of the **State Capitol** building in **Bismarck**, North Dakota. The purpose of the conference is to discuss the work to be performed with the prospective bidders and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective bidders as soon as possible after the meeting.

Attendance at this pre-proposal conference is **MANDATORY**.

Bidders with a disability needing accommodation should contact the procurement officer by calling **1.800.366.6888 (Relay North Dakota)** before the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.04 Amendments to Proposals and Withdrawals of Proposals

Bidders may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, bidders may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the bidder's bid bond or other bid type of bid security, if one was required.

2.05 Alternate Proposals

Bidders may submit **MORE THAN ONE** proposal for evaluation.

Alternate proposals, based on emerging or innovative technologies related to system design concepts will also be considered. Such proposals must include technological justification for proof of concept as well as financial analysis relating to the efficiency and cost effectiveness of the proposal.

Alternate proposals must meet all functional requirements.

2.06 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.07 Subcontractors

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within **five working days** from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

2.08 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the bidder must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

2.09 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. Bidders may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the bidder must be clearly identified, and the bidder must include a brief statement that sets out the reasons for confidentiality. The procurement officer will respond to the bidder's request, in writing, with a written determination whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

2.10 Evaluation of Proposals

The procurement officer or an evaluation committee will evaluate proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP.

2.11 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with a bidder to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.12 Site Inspection

The State may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its

proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

2.13 Discussions with Bidders

After the initial evaluation, the State may conduct discussions with bidders that have submitted proposals determined to be reasonably susceptible for award. The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the bidder's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications are made as a result of these discussions, the modifications will be put in writing.

Vendors must direct any communications to the Procurement Officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency or members of the evaluation committee may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

2.14 Best and Final Offers

Following any discussions with bidders, the procurement officer may set a time for best and final proposal submissions from those bidders with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If a bidder does not submit a best and final proposal or a notice of withdrawal, the Bidder's immediate previous proposal is considered the bidder's best and final proposal.

Bidders with a disability needing accommodation should contact the procurement officer

prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the bidder.

2.15 Preference Laws

The preference given to a resident North Dakota bidder will be equal to the preference given or required by the state of the nonresident bidder. A “resident” North Dakota bidder, Bidder, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded.

For a listing of state preference laws, visit the following website:

http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

2.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the bidder of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked bidder fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the bidder of the next highest-ranked proposal.

If the contract negotiations take place in Bismarck, North Dakota, the bidder will be responsible for all cost including its travel and per diem expenses.

2.17 Failure to Negotiate

If the selected bidder:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the bidder and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the bidder initially selected and commence

negotiations with the next highest ranked bidder.

2.18 Notice of Intent to Award - Bidder Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all bidders. The Notice of Award will set out the names and addresses of all bidders and identify the proposal selected for award. The scores and placement of other bidders will not be part of the Notice of Intent to Award. The Notice of Intent to Award should advise the recipient not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

2.19 Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer by the deadline for submission of questions and requests for clarification, or if no deadline is specified, at least seven calendar days prior to the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If a bidder wishes to protest the award of a contract or proposed award of a contract, the protest must be received in writing by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Term and Renewal Options

The State intends to enter into a contract with an effective date beginning **July 1, 2004** and ending **June 30, 2009**.

Renewal Option

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to **TWO** options to renew this contract annually under the same terms and conditions for a period of **24 MONTHS** each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least **30 DAYS** before the scheduled contract expiration date.

3.02 Contract Type

Firm Bid Price Period (Price Increase Allowed after timeframe)

Prices quoted shall be firm for one year following the date of award, except the State shall be advised of, and receive the benefit of, any price decrease. It is expected that some classification of equipment will undergo market price reductions. For this reason, the bidder must certify that the State of North Dakota will at all times receive the benefit of price decreases for the entire contract period. The Vendor/Contractor must provide written price reduction information within ten (10) days of its effective date.

Written requests for price changes in term contracts after the firm price period may be submitted in writing to the State Procurement Office. Any increase will be based on the Vendor/Contractor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the general or industry wide nature of the change, which is applicable to all customers (i.e. Manufacturer's official notice, copy of the old and new price lists). At the option of the State, (1) the request may be

granted, (2) the contract may be canceled and awarded to the next lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bid, (3) the contract may be cancelled and solicitation may be re-advertised, or (4) continue the contract without change.

The State Procurement Office will accept or reject all such written requests within **thirty (30)** days of the date of receipt of vendor request for price increase and receipt of proper written documentation, whichever is later.

Approval of Price Increases

If price increase is approved, the State Procurement Office will issue an amendment to the contract specifying the date the increase will be effective. Contractor will be required to honor all purchase orders that were dated prior to the effective date of the price increase. No price increase shall become effective until approved and an amendment to the contract is issued. Approval of any price increase renews the firm price period.

Price Increase Rejection

When the State rejects a request for a price increase, the Vendor/Contractor will be notified subsequent to the expiration date of the contract.

3.03 Standard Contract Provisions

The successful bidder will be required to sign and submit the [Service Contract](#) attached to this RFP (Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the **State of North Dakota**. Objections to any of the **Service Contract** provisions must be set out in the bidder's proposal.

3.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.05 Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the **State of North Dakota** approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

3.07 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the **State of North Dakota**.

3.08 Indemnification and Insurance Requirements

Bidders must review **Appendix A**, sample service contract attached.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without

prior written approval from the purchasing agency in consultation with the North Dakota Risk Management.

Upon receipt of the Notice of Intent to Award, the successful bidder must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Division of Risk Management. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

3.09 Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.ndtaxdepartment.com for more information.

3.10 F.O.B. Point and Freight

All commodities purchased through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of North Dakota. Title will pass to the State at destination, and the vendor will be responsible for any freight claims.

3.11 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

3.12 Contract Funding

Approval or continuation of a contract resulting from this is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

3.13 Payment Terms

No payment will be made until the purchasing agency approves the contract.

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries should be directed to the purchasing agency.

3.13.1 Payment Schedule

Invoices may be submitted no more than once per month. The State's payment schedule is as follows:

- 20% of the value of line items upon delivery to State sites
- 20% upon completion of installation of line items
- 15% upon completion of on-site testing of line items
- 15% upon acceptance of line items by State
- 20% upon system acceptance by State
- 10% at the conclusion of warranty period.

Where multiple quantities of line items are included, the percentages will be based on the number of units actually completed. The bidder may submit modifications of this

schedule for the State's consideration.

Items that will not be considered for payment include: travel expenses, per diem expenses, overheads, and ancillary items not specifically listed on cost proposals. The State will not pay for any item not specifically identified in the bidder's proposal and included in the contract.

3.14 Contract Personnel

The project manager must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.15 Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

3.16 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.17 Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all or the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

3.18 Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

3.19 Work Product, Equipment, and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

3.20 Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

3.21 Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

3.22 Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

3.23 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.24 Performance Bond

A Performance Bond is required. Bidders must obtain a letter of commitment for a performance bond from a bonding company and submit it with the proposal. The amount of the performance bond must be equal to **100 PERCENT OF THE BIDDER'S OFFER FOR THE FULL TERM OF THE CONTRACT.**

If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the State.

The actual performance bond must be obtained from the bonding company and provided to the State within **FOURTEEN** calendar days of the date of the Notice of Intent to Award unless the time is extended in writing by the purchasing agency. A bidder's failure to provide the performance bond, within the required time, will cause the State to reject the proposal.

SECTION FOUR

BACKGROUND INFORMATION

4.01 PROJECT OBJECTIVES

The primary objective of this project is to provide an affordable and scalable statewide Public Safety mobile voice communications infrastructure that will allow reliable and interoperable voice communications to all Federal, state, and local entities. This project will allow for the phased migration from today's analog operation to an advanced digital system for the end users. A phased migration is required to enable the end users to operate the system in dual-mode (Analog/P25 Digital) during the time required to phase out the existing fleet of analog field equipment. The project will include the system design, the frequency/channelization plan, all required infrastructure equipment, and installation and interfacing to existing dispatch and control system.

The system acquired in this procurement is to be the first step in that migration. Each bidder is requested to propose both a basic and an enhanced offering to meet the requirements of the State.

The basic system proposed shall be for the replacement of the existing system infrastructure equipment at the existing sites with all new equipment to be capable of supporting dual-mode (Analog/P25 Digital) conventional (non-trunked) operation. The expectation is for the frequency plan currently in place not to be changed. However, if the bidder believes changes in the frequency plan are required, they should describe those changes and the reasons for them.

The system must provide the coverage and functionality of the current radio system when operating in either analog or P25 digital mode, and when operated in P25 mode will support the advanced feature set typically provided by a Project 25 conventional system. If system coverage changes significantly due to a reduction in ERP from the existing system, or differences in usable coverage between analog and P25 Digital operation, the bidder is to propose any additional base station sites and site equipment required to maintain the same level of coverage quality and reliability over the same area.

Due to the unique operational characteristics of the existing system with common radio frequencies at adjacent sites, the bidders are requested to carefully evaluate the operation of their proposed system and identify any issues or shortcomings that may result from the current configuration.

Each bidder shall include in their proposal an optional enhanced system design. This enhanced system is to be similar in scope and provides similar end user functionality as the basic system described above but using an architecture that includes automatic site and/or frequency selection capabilities or technologies (i.e. automatic site steering, or scan based site steering) that enhance system operation or alleviate the shortcomings of operation under the constraints of the existing site and channel plan. The selection of this option is expected to require a system channelization plan significantly different from the existing system. The selected vendor must provide the channelization plan and a detailed plan to acquire the additional channels required. The system is to include all features and ancillary sub-systems as listed in this RFP, and meet all functional and technical requirements detailed in this specification.

The long-term goal of the State is to migrate to a system, which uses trunking technology to maximize system functionality, flexibility and efficiency. The proposed systems must include a migration plan to a future, fully trunked system. This system is to be the bidder's best recommendation for a state-of-the-art dual-mode Analog/Project 25 digital, trunked radio system, which provides enhanced coverage and functionality over the existing radio system. The goal of a trunking system is expected to be acted upon as quickly as the State can obtain funding and therefore must be configured as a cost effective extension of this procurement, rather than a replacement of the proposed system. For this reason, the system migration must use, to the greatest extent possible, the equipment and sub-systems proposed in the initial system design. The bidder must provide the channelization plan and a detailed plan to acquire the channels required for the fully functional, trunking system.

The scope of the procurement is limited to the State of North Dakota's mobile voice communications infrastructure and a quantity of fixed, mobile, and portable field equipment as required by State of North Dakota agencies. It should be understood that the upgrade of local agency infrastructure and field equipment is the responsibility

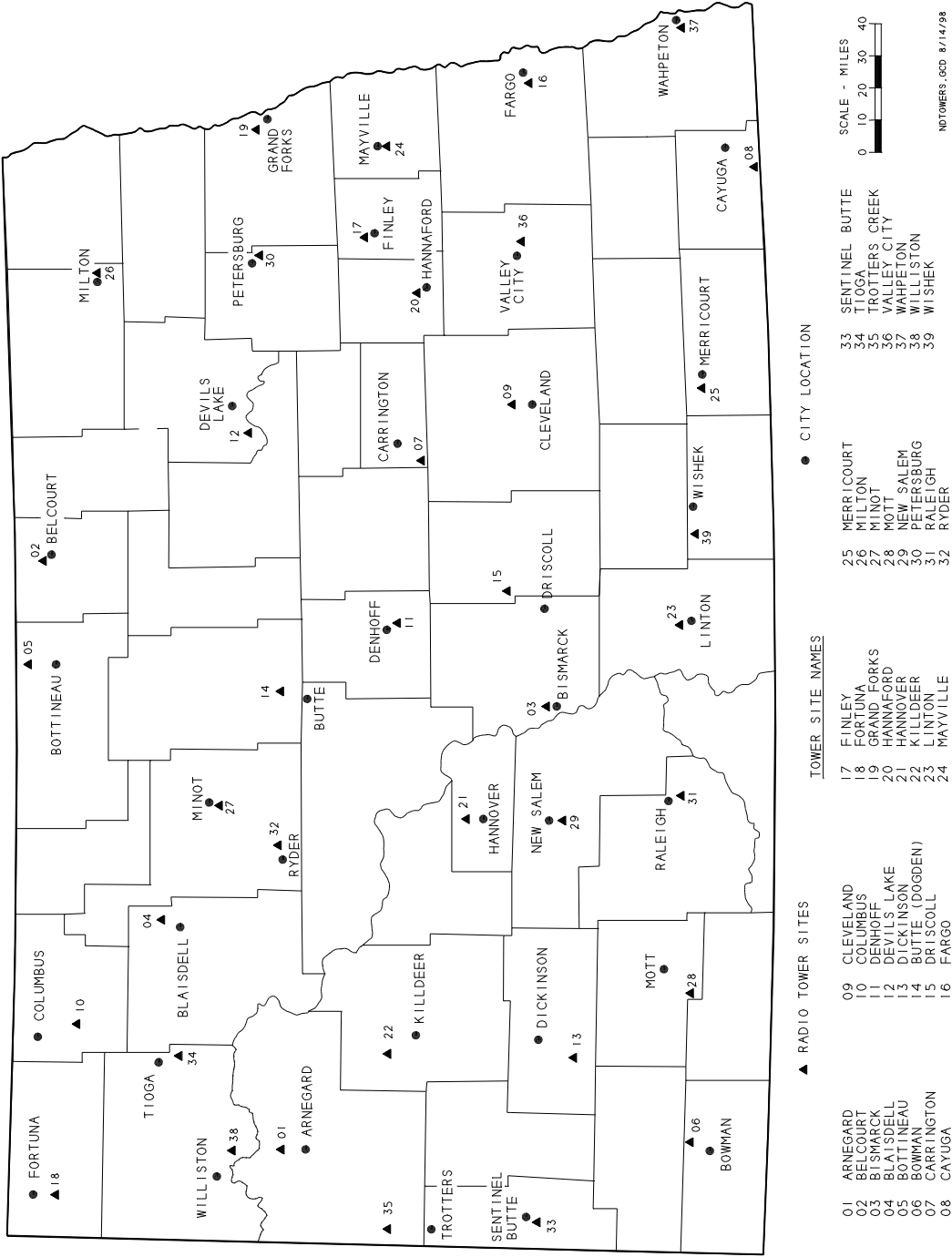
of the respective end user agencies (local, city, county and other entities). It is intended that these agencies within the State of North Dakota shall have the ability to purchase compatible equipment using the terms and pricing of the contract developed from the selected bidder's proposal.

4.02 RADIO COMMUNICATION SITE OVERVIEW

The existing State of North Dakota voice radio system was implemented approximately 30 years ago using then state-of-the-art technology. The currently installed and in-use system is an extensive State owned basic public safety radio communications infrastructure consisting of 40 strategically located radio communications sites complete with antenna support structures, equipment housing structures with HVAC facilities, emergency standby power, secure site enclosures, access roads, and utility services. These sites are jointly used as major radio communication equipment sites by Department of Emergency Management (DEM), North Dakota Department of Transportation (NDDOT), and other State agencies. Exhibit 4-1 provides a State map that shows the geographic location of the State owned sites. Exhibit 4-2 provides site identification and additional site physical information. Exhibit 4-3 provides a tabulation of the site users.

This project will replace the infrastructure of the North Dakota Public Safety Communication System for DEM and NDDOT voice communications VHF radio systems located at these 40 sites. It should be noted that these two departments do operate communications systems outside the scope of this project. Specifically, UHF radio systems, whether for voice or data use, and VHF systems, which do not rely on, base stations or repeaters located at these 40 sites are not included in this project.

Exhibit 4-1. NORTH DAKOTA STATE OWNED TOWER SITES



The proposed system should make best use of the existing 40 State Owned radio sites. Although the existing system provides an acceptable level of coverage from these sites, it depends on the use of high power base station equipment (250 Watt), and high power mobile equipment (100 Watt) to accomplish this. In addition, some of the areas where the radio system is used may actually have statistical reliability below that acceptable for Public Safety use. It is expected that the proposed system either due to a reduction in station power, the implementation of digital technology, or the increased reliability expectations, will require some number of additional sites. The bidder shall recommend the locations for these additional radio sites.

4.03 STATEWIDE RADIO DISPATCH SERVICE

To support its position as a provider of radio communication services to a large segment of the State's population, North Dakota has obtained FCC radio licenses to operate a total of 136 VHF stations at 63 locations statewide (see Exhibit 4-4, North Dakota FCC License Database).

The Public Safety Radio Communications network serving the statewide radio dispatch service provided by the DEM Operations Center is illustrated in Exhibit 4-5, DEM Primary Dispatch Network. This network utilizes thirty-six (36) State owned tower sites. As shown in the diagram, the radio equipment used by the Public Safety Radio System at each of the sites is served by two 4-wire voice/tone leased circuits connecting the site to the Fraine Barracks Control Center in Bismarck.

The radio equipment configuration for a typical State owned tower site is shown in Exhibit 4-6, North Dakota Public Safety Radio System Typical Site Equipment Configuration. This diagram shows the site configuration for the equipment used by North Dakota Public Safety Radio System Channels 1, 2 and 3, and the Public Safety Mobile Data Terminal that is installed at selected sites. The typical site configuration also shows the NDDOT radio channel equipment that is installed at each of the thirty-nine State owned sites.

As shown in the diagram, North Dakota Public Safety Radio System Channel 1 utilizes one of the 4-wire leased circuits serving the site with the other circuit

serving both the Channel 2 and Channel 3 equipment. Selection of the Channel 2 or Channel 3 station is performed by Tone signaling controlled by the dispatch consoles at the Fraine Barracks Control Center. Detailed information regarding the radio channel designators used to represent the public safety statewide radio system transmit and receive frequencies in these diagrams and elsewhere in this section is tabulated in Exhibit 4-7, North Dakota Public Safety statewide radio system Channel Identification.

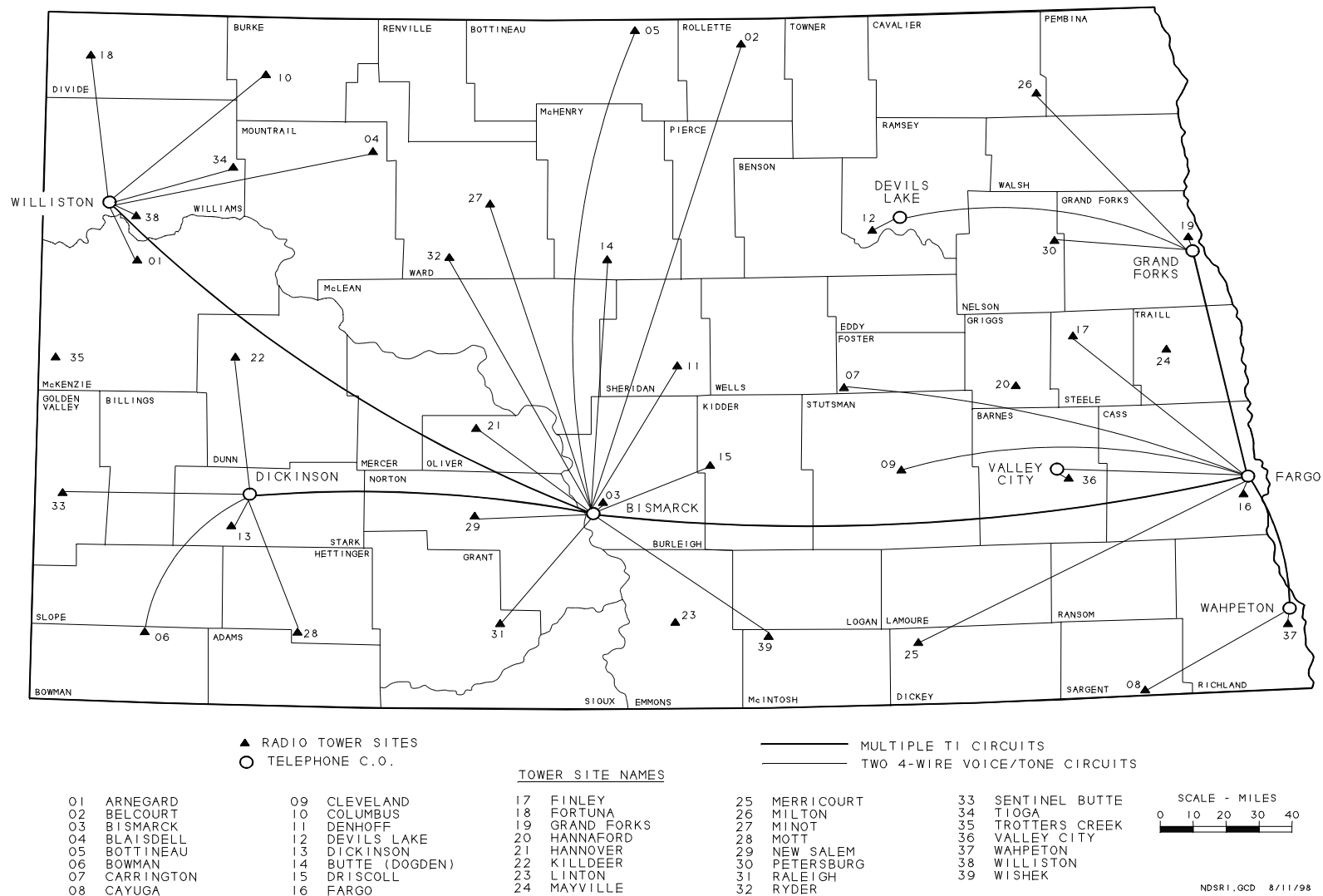
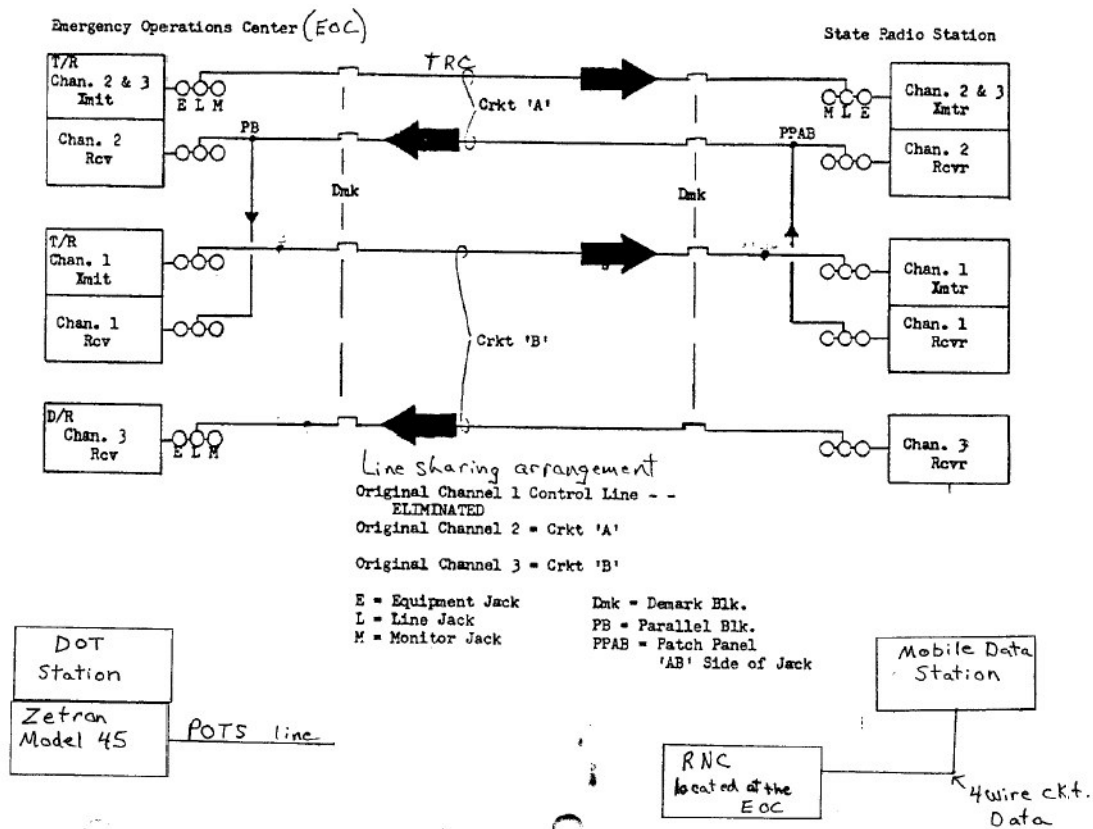


Exhibit 4-5. PUBLIC SAFETY RADIO PRIMARY DISPATCH NETWORK

Exhibit 4-6. NORTH DAKOTA PUBLIC SAFETY RADIO SYSTEM TYPICAL SITE



WIRELINE CONFIGURATION

Information regarding the three statewide Public Safety radio system main radio dispatch-operating channels and their applications is as follows:

- **Dispatch Channel No.1 (SR1): (SR1T) Transmit/(SR1R) Receive.** The station operates normally as a duplex fixed base station. Mobile repeater operation of the station may be set up by request to the Fraine Barracks Control Center or over the air by DTMF encoder signal. The channel is used for day-to-day administrative radio communication with State Highway Patrol mobile units, City and County Law Enforcement mobiles and control stations, other North Dakota authorized mobile units (Federal, state and local Government), and statewide paging of emergency services response personnel. Radio dispatch and communications services are provided to authorized units of other Federal, state, county, and city agencies and other clients as listed in the current edition of the North Dakota Communications Directory. Dispatch Channel No. 1 is also used for law enforcement dispatch as dictated by necessity.
- **Dispatch Channel No.2 (SR2): (SR2T) Transmit/(SR2R) Receive.** The station operates normally as a duplex fixed base station. Mobile repeater operation of the station may be set up by request to the Fraine Barracks Control Center. The channel is used for radio communication with State Highway Patrol mobile units, local law enforcement mobile units and other authorized mobile units.
- **Dispatch Channel No. 3 (SR3): (SR3) Transmit and Receive, Simplex Operation.** The station operates as a simplex fixed base station only. It operates on the National Police Emergency Frequency and is used as a common talking channel by all equipped units in any emergency situation.

In addition to the above Dispatch Channels, North Dakota has blanket statewide radio licenses covering exclusive authorized use of several Public Safety mobile radio operating frequencies. These frequencies and the current authorized use are listed as follows:

- 154.295 MHz Common Fire Ground Communication Channel
- 154.860 MHz Common Law Enforcement Communication Channel
- 154.680 MHz Special Use Communication Channel
- 154.695 MHz Special Use Communication Channel, paired with 159.210 MHz for mobile repeater operation
- 154.770 MHz Special Use Communication Channel
- 158.910 MHz Special Use Communication Channel.

These channels, while used for voice communications and under the auspices of the North Dakota Public Safety Radio Communications system, are not included in this project.

4.04 STATE HIGHWAY PATROL

The North Dakota Public Safety statewide radio system provides the basic radio communications network and radio communications services for the North Dakota Highway Patrol (HP). Radio Channels No.1 and No.2 are utilized to dispatch Highway Patrol units, with radio dispatch services provided by the Fraine Barracks Central Control personnel.

The Highway Patrol mobile units are configured to operate on the following Public Safety Radio/Police Radio Service channels (frequencies in MHz):

- 155.4300 T/154.9350 Channel No. 1
- 155.5050 T/154.9050 R Channel No. 2
- 156.0300 T&R Simplex Highway Patrol mobile-to-mobile
- 155.3700 T&R Simplex Shared by Sheriff and Police statewide.

The State of North Dakota holds the licenses for the Highway Patrol operation on (1), (2), and (3) above. The Highway Patrol holds Fixed Base (FB) licenses for (4) at HP Weigh Station locations statewide.

Exhibit 4-8 shows the geographic relationship between HP District Headquarters, Area Offices, and HP Posts and the statewide radio system sites used to support dispatch operations. The figure also shows the locations of the HP border Weigh Stations (Symbol■) which operate as Fixed Base (FB) radio stations. These stations are configured, according to the FCC license data, as mobile repeater control stations on the North Dakota Public Safety statewide radio system Channel No. 1 and are capable of communicating (through the nearest DEM statewide radio system repeater) with any mobile unit configured for operation on the North Dakota Public Safety statewide radio system Channel No. 1, which includes Highway Patrol and local Sheriff and Police units.

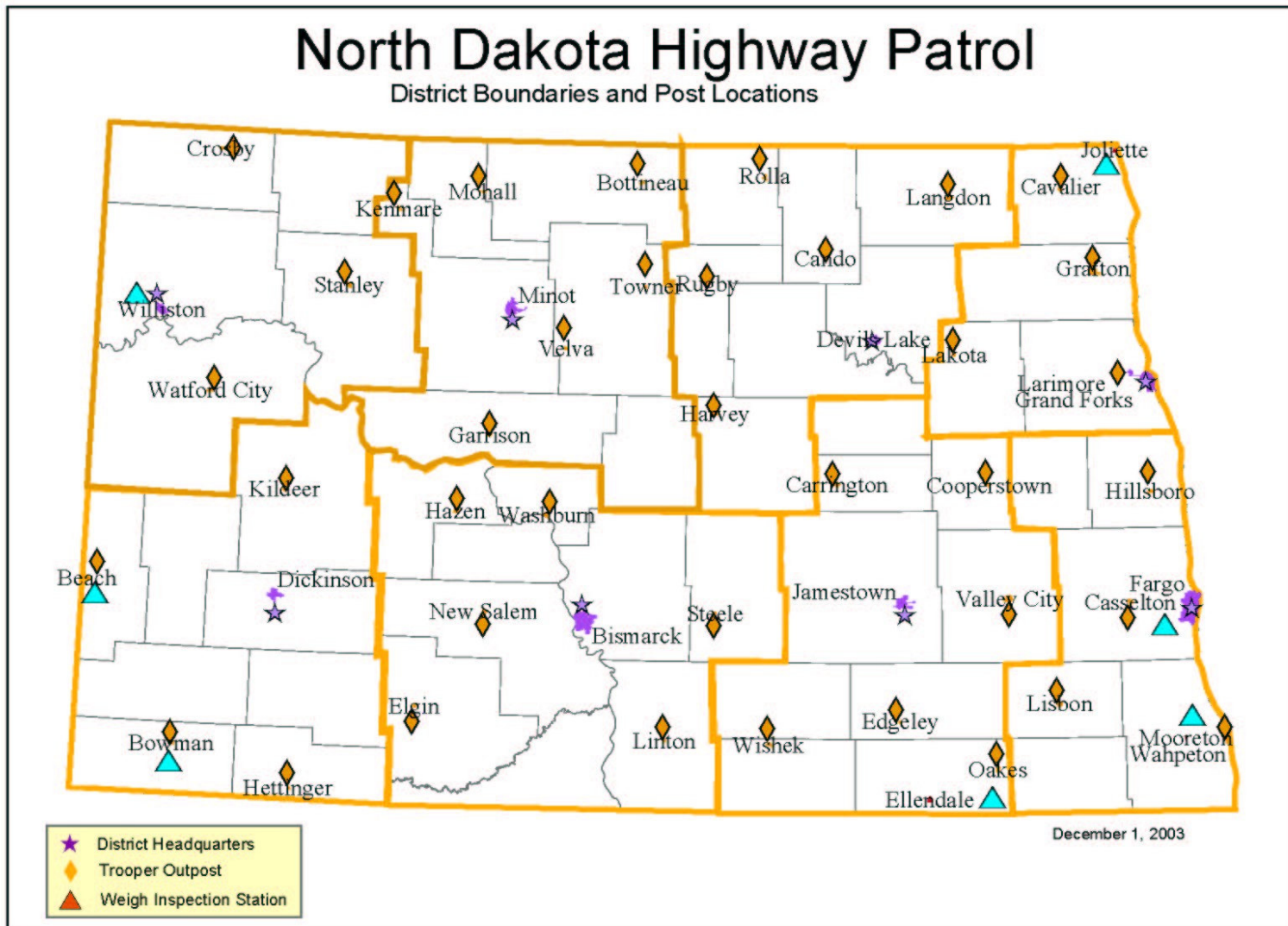


Exhibit 4-8. STATE HIGHWAY PATROL FACILITIES STATEWIDE

The Highway Patrol is also licensed, through the State of North Dakota, to operate vehicular mobile repeaters on two duplex frequency UHF communication channels. These vehicular repeaters effectively extend the range of handheld UHF portable radios carried by the State Troopers through direct translation of the UHF portable transmissions to VHF radio transmissions on the vehicle mobile radio unit. A reverse translation occurs on receiving.

Exhibit 4-9 summarizes the information identifying the Highway Patrol radio channels. Exhibit 4-10 tabulates the FCC License Data for the Highway Patrol licensed facilities.

4.05 NORTH DAKOTA DEPARTMENT OF TRANSPORTATION (NDDOT)

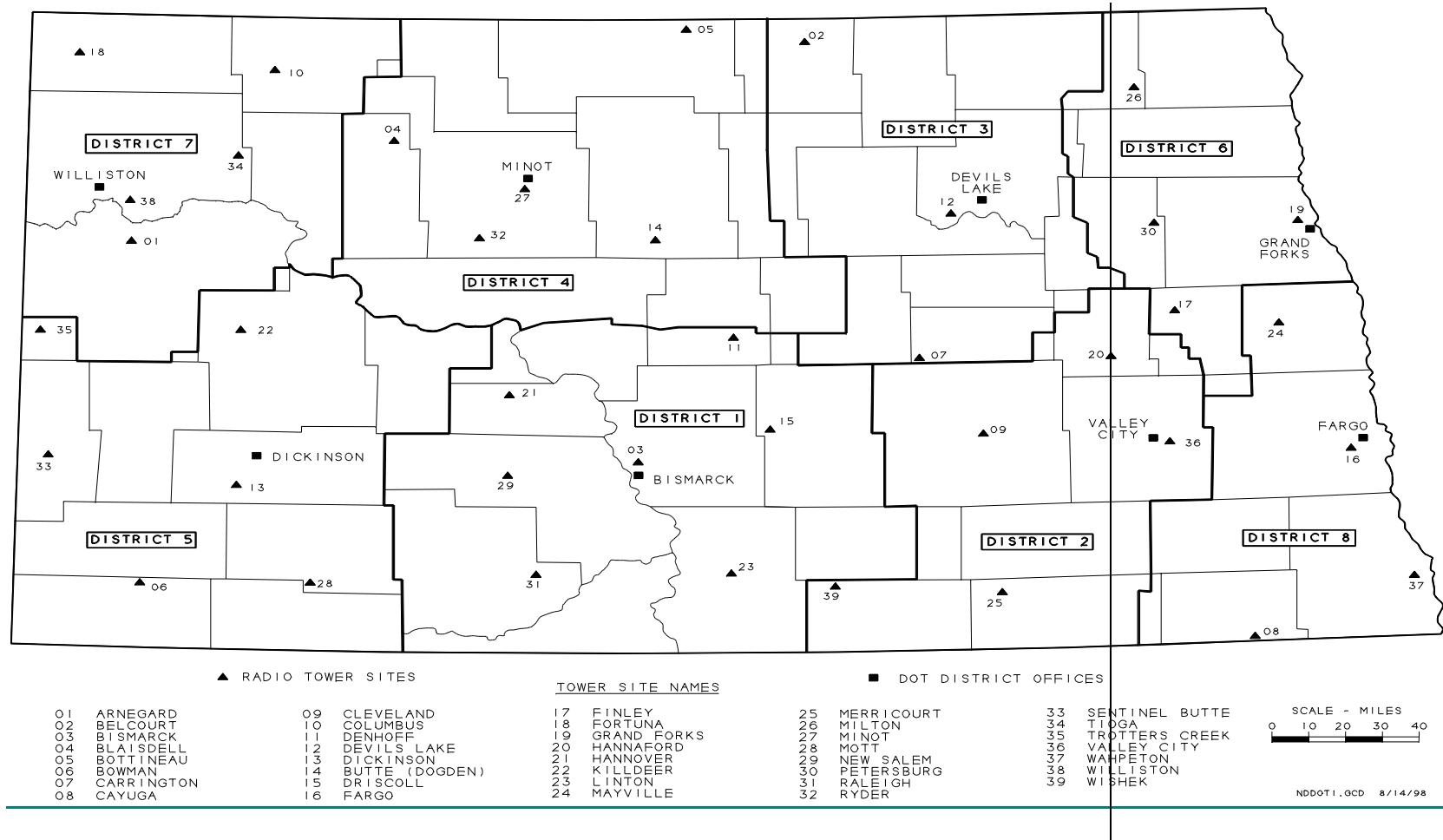
The North Dakota Department of Transportation (NDDOT) operates an extensive statewide VHF radio system, licensed in the Public Safety Highway Maintenance (PH) Radio Service, in support of its highway construction and maintenance activities. NDDOT is licensed to operate on four duplex VHF radio channels and one mobile-to-mobile simplex radio channel statewide, and has installed a statewide network of Mobile Relay (FB2) stations at all 40 State owned tower sites.

Exhibit 4-11 shows the geographical relationship between the NDDOT District Offices and the network of State owned tower sites. The geographical assignments for the four VHF duplex communication channels are as follows:

Channel No. 1	DOT	Districts 7 and 3
Channel No. 2	DOT	Districts 1 and 6
Channel No. 3	DOT	Districts 5 and 2
Channel No. 4	DOT	Districts 4 and 8
Mobile-to-Mobile Channel All DOT Districts.		

Exhibit 4-12 provides a tabulation of channel identification and channel information covering the four VHF duplex channels in use. Exhibit 4-13 provides a tabulation of the FCC radio license data for all the NDDOT radio sites and authorized radio units.

Exhibit 4-11. DOT FACILITIES STATEWIDE



As shown previously in the equipment configuration for a typical site (Exhibit 4-6) each NDDOT mobile relay station is served by a POTS telephone line. The mobile repeater stations are controlled by the mobile and portable radio units operating within the system and by temporary job site radio control stations. Selection of the radio repeater to use for communication at a particular site is made through DTMF signaling from the radio unit desiring communication. The repeater stations are also selectable for operation by DTMF dial-up of the station telephone line from any telephone. The DTMF station lines also provide dial-up radiotelephone service for the mobile/portable and radio control stations operating within the system.

4.06 STATEWIDE RADIO PAGING AND EAS SYSTEM

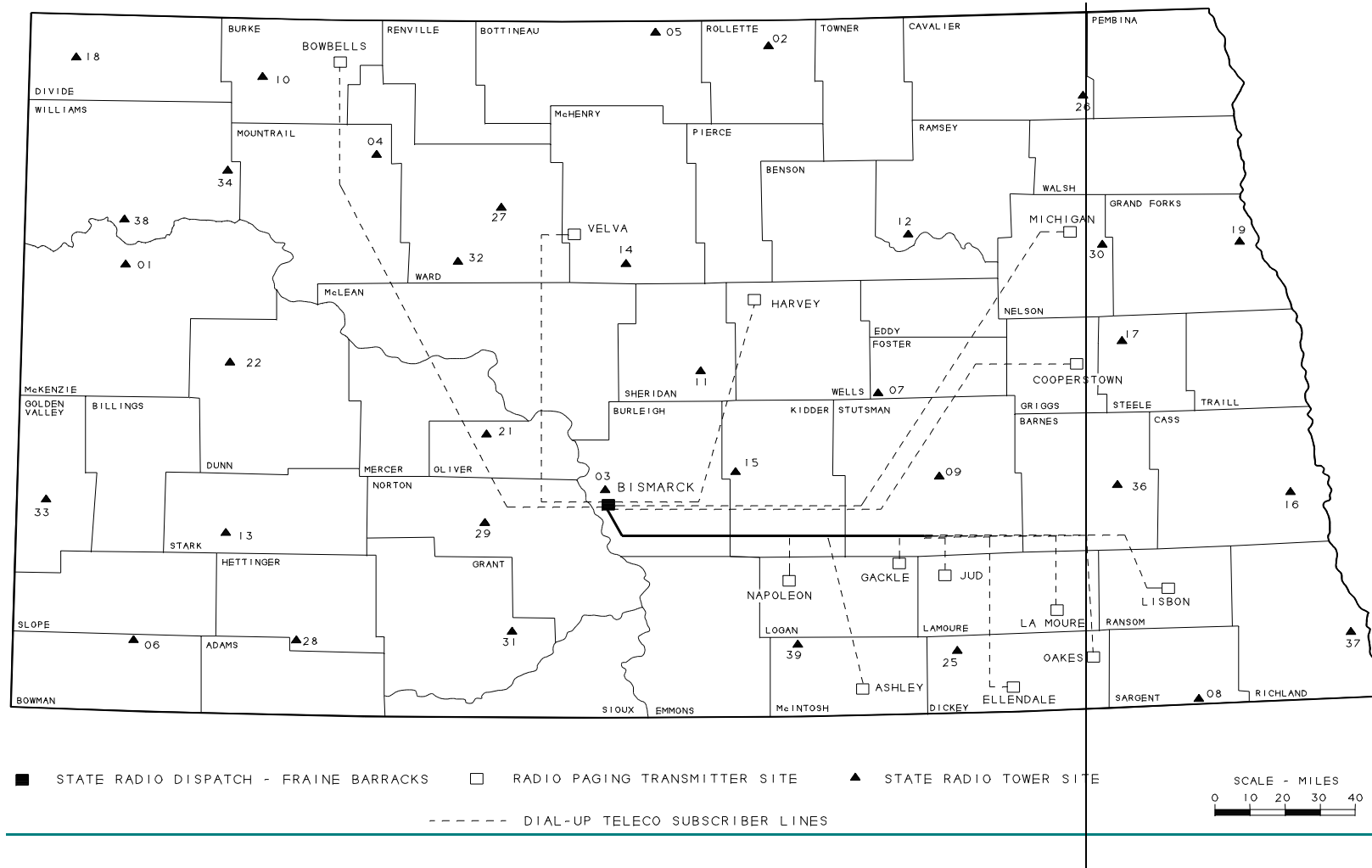
North Dakota State operations center provides a statewide Two-Tone sequential, Tone-and-Voice radio paging service primarily to alert emergency services providers (fire, police, and medical services) concerning reported incidents that require response. Responders acknowledge the alert page signal by a voice radio message and are advised by the Central Control dispatcher of the details regarding the reported incident and the response action required. This system has recently been incorporated into the States Emergency Alert System for “Amber Alerts”. Technically the “Amber Alert” function is not distinguishable from a traditional paging alert.

The radio paging signals are normally transmitted on the statewide radio system Channel No. 1, but due to the marginal levels of the Channel No. 1 signal in some areas of the State paging is also routinely transmitted on Channel No. 2. In some areas of the State, the paging signal from Channel No. 1 is augmented by the addition of Paging Extender Transmitters at selected locations statewide. Exhibit 4-14, Paging Extender Network, provides a graphic illustration of the location and networking of the Paging Extender Transmitters. Exhibit 4-15 provides a block diagram of typical paging transmitter site equipment configuration.

The proposed system must support this paging function either directly on the North Dakota Public Safety statewide radio system Channel No. 1 and Channel No. 2, or on a separate paging only channel as discussed later in the RFP.

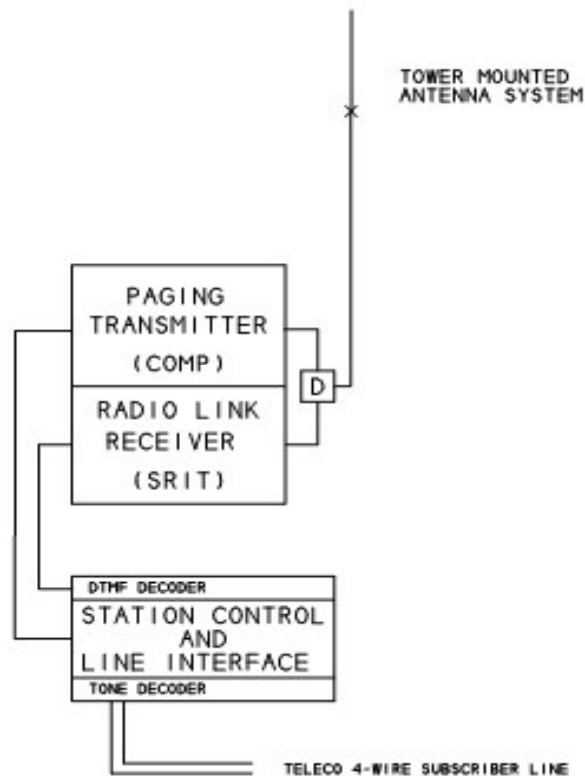
Enhancements or modifications to the Paging Extender Network are not to be considered as part of this project.

Exhibit 4-14. PAGING EXTENDER NETWORK



As Exhibit 4-15 shows, the paging site transmitter is primarily controlled through a dial-up of a telephone subscriber line serving the site from the Fraine Barracks Control Center. If any malfunction should occur in the control of the station over the telephone circuit, backup control of the station may be seized over the air by using DTMF signaling on the North Dakota Public Safety statewide radio system Channel No. 1.

Exhibit 4-15. PAGING SITE EQUIPMENT CONFIGURATION



PRIMARY OPERATION IS THROUGH DIAL UP OF TELECO SUBSCRIBER LINE BY STATE RADIO DISPATCHER AT THE FRAINE BARRACKS DISPATCH CENTER.

IF THE TELECO LINE CONNECTION IS LOST CONTROL OF THE PAGING TRANSMITTER CAN BE SEIZED BY THE STATE RADIO DISPATCHER OVER STATE RADIO CHANNEL NO. ONE

4.07 FIXED AND MOBILE FIELD EQUIPMENT

Much of the fixed and mobile field equipment currently in operation on the systems described above will be replaced as part of this procurement process. It is the intention of the State to replace the equipment owned by the State and operated primarily on these systems by the North Dakota State Highway Patrol, North Dakota Department of Transportation, and North Dakota DEM Radio Communications. Field equipment owned by the State but principally operated on other radio systems, and field equipment operated on the State system but owned by other agencies or entities is not expected to be part of this procurement.

It is the intention of the State for this procurement process to create a purchase contract, which will allow these agencies and entities to purchase compatible equipment over the life of the contract and any extensions.

4.08 INFORMATION ACCURACY

The information provided in this section is accurate to the best knowledge of the State. This information is provided for guidance purposes only and it shall be the responsibility of the bidder to ensure the accuracy of the information and to report any errors to the State. Errors in this data shall not relieve the bidder of providing a compliant turnkey solution at a firm fixed price proposed.

SECTION FIVE

Scope of Work

5.01 INTRODUCTION

The Information Technology Department (ITD) of the State of North Dakota is soliciting proposals from qualified bidders of Public Safety Radio Communications Systems for the replacement of the existing analog VHF radio system. The current system operates from forty (40) radio sites. Thirty-six (36) of these sites are shared by the North Dakota Department of Transportation (NDDOT) and the Department of Emergency Management (DEM) statewide radio communications system. The remaining four (4) sites are used by only the NDDOT. The Department of Transportation operates on one (1) of four (4) channels from 40 sites (40 stations). The DEM statewide radio communications system operates on three (3) channels from 36 sites (108 stations).

The proposed system shall replace the infrastructure of these systems in their entirety, including base stations; antenna systems; combiners/multi-couplers/duplexers, antennas and transmission lines; inter-site link interface equipment; line terminations, channel banks, routers, etc. and any control equipment required to interface to the existing console system. The proposed system shall be a dual mode analog/digital system conforming to the Project 25 standards. The goal of this program is to be the first stage in a migration from the existing circa 1970 analog voice radio system, to a state-of-the-art, fully digital system, capable of supporting encryption, trunking, data and other enhanced communications technologies.

Throughout this Request for Proposal (RFP) references to the "Basic System" refer to the proposed offering which replaces the existing system from a coverage perspective with as few operational differences as possible. The system should operate from the existing radio sites and on the existing radio channels. Additional radio sites should be proposed if the migration to digital operation or other technical differences between the existing and proposed

systems would cause a reduction in coverage reliability. This system will be the baseline offering which any optional or ancillary offerings should be applied to.

This RFP also requests each bidder to propose an “Enhanced System” which is intended to be the bidder’s best recommendation for a state-of-the-art system, which replaces the existing system from a feature, function, and coverage perspective, but is enhanced with automatic site selection and/or frequency steering capabilities. It is expected that a system of this type will require additional radio channels and sites over the existing system.

5.02 INTENDED SCHEDULE

The bidder shall propose a schedule, time line, and management plan for the tasks required to plan and implement complete the installation, programming, optimization, and testing of the infrastructure equipment; installation, programming, optimization, and testing of the field equipment; system acceptance testing, and system management and user training, in the most cost effective manner.

This proposed plan will be the basis for the negotiation of a final project plan and schedule to be completed upon contract signing.

The bidders proposed plan shall take into account the bidders expectations for pre-contract negotiations, critical path work items, typical manufacturing cycles and time lines, seasonal issues (accessibility to sites, etc.) and prior experience with systems of this scope.

5.03 LOCATION OF WORK

Infrastructure Work Locations

The radio infrastructure equipment installation work is to be performed and completed at the various radio communications sites and dispatch control sites located throughout the State of North Dakota. The specific locations are detailed in the appendices to this RFP.

Mobile/Portable Equipment Installation Locations

The mobile/portable radio user equipment installation work is to be performed and completed at a location convenient to each individual user agency. The bidder is to include in their proposal a list of the proposed locations.

Program Management Work Locations

The bidder must propose the maintenance of a program management office within the immediate Bismarck area, from contract signing through the acceptance of system components and sub-system as defined in the contract. This office shall be responsible for administrative functions, project design and development, installation, maintenance, and warranty. The bidder shall also provide information regarding intent to maintain facilities after project implementation has been completed.

Project management working meetings and status update meetings with State personnel is to be conducted at State facilities in the Bismarck area.

5.04 STATE PROVIDED FACILITIES

The bidder is expected to provide a “turn-key” solution include in their proposal all equipment, facilities, and services required for the successful implementation of the project, except as specifically indicated.

The State will provide, at no cost to the successful bidder, access to the existing base/fixed station sites that are designated for use as system sites by this RFP. The State will also provide at no cost: antenna and RF transmission mounting space on the existing tower at each site; building space for the system base station equipment and AC power for the system equipment. The State will also provide at no cost the terrestrial communication circuits required for inter-site communications.

It shall be the bidder’s responsibility to ensure that the State-provided facilities at each site are adequate for the needs of the proposed system. The bidder shall specifically identify in his proposal any deficiencies in the State-provided facilities. It is also the bidder’s responsibility to provide the

interface facilities (with ISD approval) required between the State-provided inter-site circuits and the bidder's proposed base station control and dispatch equipment.

The State will not provide workspace for the bidder except as required for installation of the infrastructure equipment at the final designated location, and for program management meetings as noted.

The bidder is to identify any additional equipment, facilities, or services required to be provided by the State for completion of the project as defined in their proposal.

5.05 COSTS RELATED TO WORK LOCATION

The bidder should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for the required person(s) to travel(s) to locations where work activities will occur. These costs are to be detailed in the cost proposal.

5.06 REPORTS AND MEETINGS

In order to maintain project progress following the proposed schedule and to become aware of development or implementation problems as quickly as possible, the successful bidder shall schedule and attend bi-weekly meetings in Bismarck and shall submit a written report within two working days of each meeting. As a minimum these meetings/status reports will cover:

- Overview
- Task objectives
- Project accomplishments
- Difficulties/problems encountered
- Anticipated project changes
- State actions
- Scheduled tasks
- Task/phase completion status
- Current milestone schedule
- Meetings and trips
- Invoice payment status.

These reports shall be provided to the State in the form of an email containing a concise narrative, and an action item list of all open issues. The State Program Manager will also be provided the current project status through the delivery of a Microsoft Project file sufficient to generate the following reports:

- Work Breakdown Structure (WBS)
 - including tasks, deliverables, and metrics
- Gantt charts
- PERT charts
- critical path analyses
- action item lists
- resource tracking
- financial tracking
- exception reporting

5.07 PRIOR EXPERIENCE

In order for offers to be considered responsive, bidders must meet these minimum prior experience requirements:

- The bidder must be a reputable and financially stable company with at least five (5) years of experience in the Wireless Public Safety Communications field.
- In addition, the bidder shall have experience in at least two (2) Statewide Public Safety Radio Communications Systems of similar scope within the last 5 years, which have been completed and accepted by public sector customers.

A bidder's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

5.08 BIDDER DEBARMENT CERTIFICATION

The bidder must certify that it is not currently under suspension or debarment by this State, or any other state, or Federal government. The bidder also acknowledges that if it is currently under suspension or debarment, the bidder's bid, in most instances will not be accepted or considered.

If the bidder enters into any subcontracts under this contract with sub-contractors who are currently suspended or debarred by this State or who become suspended or debarred by this State during the term of the contract or any extensions or renewals thereof, the State shall have the right to require the bidder to terminate such subcontracts.

5.09 REQUIRED LICENSES

At the time of executing a contract the bidder must have and keep current any professional, construction, or other licenses and permits and meeting local and national codes, required by federal, state, and local laws for performance of this contract (except FCC licenses). The required licenses and permits are NOT required at the time of the bid submission. However, they ARE required at the time of awarding the bid. Failure to acquire the licenses and permits within three working days after the "intent to award" will be considered as a default. The State may then cancel the "intent to award" and enter into negotiations with the remaining bidders.

The bidder is responsible for assisting the State in acquiring any FAA and FCC licensing and/or permits as required. This assistance shall include all tasks, which the State is permitted by law to allow a third party to complete in the name of the State.

The bidder is responsible to for all fees associated with these licenses and permits. The cost of these license and permit services shall be detailed in the cost proposal.

5.10 AUTHORIZED AND/OR CERTIFIED REPRESENTATIVE

The bidder must be an authorized or certified representative of the manufacturer(s) of the proposed equipment as a dealer, installer, and maintenance/service organization.

The bidder shall detail any specialized factory training received by its technical staff in becoming or maintaining this authorization or certification.

5.11 FEDERAL REQUIREMENTS

FCC Approval

The bidder shall certify that all radio equipment proposed has been type accepted by the FCC for the intended application proposed.

Specifically: The bidder shall provide an analysis of the impact of FCC regulatory changes in regard to the refarming of the existing radio spectrum allocations below 512 MHz. This analysis shall specifically address how the regulatory changes relate to the future use of the VHF channels and the proposed configuration and applied technology, and the impact on the proposed system operation, capabilities and coverage caused by the transition to narrow channel spacing technology.

Other Federal Requirements

The bidder must identify any other known federal requirements that apply to the proposal, the evaluation, or the contract.

5.12 DEMONSTRATION SYSTEM

The State may require the successful bidder to implement a pilot system to demonstrate the operation of the technologies being proposed. If required the demonstration system will be within the State of North Dakota at a location determined by the State.

The cost of the pilot system will be the responsibility of the successful bidder.

5.13 SYSTEM DELIVERABLES

Overview

The selected bidder will be required to deliver, install and make operational the radio system as proposed with/or without optional features as selected by the State.

The basic system shall be a replacement of the existing system, which operates from forty (40) radio sites. The Department of Transportation (NDDOT) and the DEM statewide radio communications system share Thirty-six (36) of these sites. The remaining four (4) sites are used by only the NDDOT. The Department of Transportation operates on one (1) of four (4) channels from 40 sites (40 stations). The DEM statewide radio communications system operates on three (3) channels from 36 sites (108 stations).

The proposed basic system shall replace the infrastructure of these systems in their entirety, including all base stations (148 stations); antenna systems; combiners/multi-couplers/duplexers, antennas and transmission lines; inter-site link interface equipment; line terminations, channel banks, routers, etc. and any control equipment required to interface to the existing console system.

The proposed basic system shall be a dual mode analog/digital system conforming to the Project 25 standards. This system is to provide the coverage and functionality of the current radio system with the additional capability to operate in P25 digital mode. The proposed system must maintain compatibility with the existing analog field equipment when operating in the analog mode. If the proposed system requires a channelization plan different from the existing system, the bidder must provide, in their proposal, the channelization plan and a detailed plan to acquire any additional radio channels and radio sites required. The bidder is responsible for assuring that the State of North Dakota is properly licensed for the system as proposed. Any costs associated with acquiring these licenses or correcting existing licenses will be the responsibility of the bidder, and should be detailed in the cost proposal.

The bidder shall include in their proposal an option for an enhanced system, which is the bidder's best recommendation for a state-of-the-art system to meet the needs of the State. It is expected that this enhanced system will implement a form of automatic site and/or channel selection capabilities and utilize additional radio sites. If the use of this option requires a channelization plan different from the existing system, the bidder must provide, in their proposal, the channelization plan and a detailed plan to acquire any additional radio

channels and radio sites required. The bidder is responsible for assuring that the State of North Dakota is properly licensed for the system as proposed. Any costs associated with acquiring these licenses or correcting existing licenses will be the responsibility of the bidder, and should be detailed in the cost proposal.

Both the basic and the enhanced system shall include all ancillary sub-systems as listed herein, and meet all functional and technical requirements detailed in this specification.

The specific architecture and design of the system to be delivered shall be determined through a negotiation process between the selected bidder and the State. The proposed system design from either the basic system or the enhanced system shall be the foundation for this final design.

Whereas the bidders proposed systems are the basis for all bid documents and deliverables, the final design, as agreed upon in writing by the State, will be the basis for all post contract deliverables and documentation.

Basic System Radio Infrastructure Equipment

The proposed statewide mobile communications system shall operate from multiple fixed base station sites to be determined by the bidder. It is suggested that the bidder first select sites from the existing DEM statewide radio communications system and NDDOT radio system sites list in the appendix to this RFP. Should additional sites be required to be utilized, the bidder shall identify the approximate location and provide an analysis of the costs for acquiring the site with their proposal

The proposed equipment at each fixed base station site shall include all of the equipment required to provide a completely operational site for the proposed system, including but not limited to, the radio base station; transmit and receive antenna systems; transmit and receive antenna duplexers; transmitter combiners; receiver multi-couplers; equipment racks and cabinets; inter-site communication circuit interface equipment; power supply; equipment, building, and tower bonding and grounding system; and all other equipment, interconnect cabling, and cable connectors required to provide a fully functional and operating fixed base station site. If the proposed site system or equipment

require environmental conditions other than currently provided by the existing radio site facilities, it is the bidder's responsibility to include and required HVAC or other environmental control equipment in their proposal.

The equipment to be added to the designated fixed base station sites shall not produce or cause any unwanted RF intermodulation or interference for the added equipment or the existing on-site radio equipment. It shall be the bidder's responsibility to resolve any interference problems that may occur as a result of adding the proposed equipment to the site.

5.13.1.1 Radio Base Station Equipment

The Base Station Radio equipment proposed shall be of standard manufacture and designed for dual-mode, analog FM and Digital P25 operation in the VHF High Band in accordance with all applicable EIA and TIA standards, and shall be FCC type accepted for the intended operation.

Each Base Station Radio shall be provided with all the necessary base station control circuitry required to interface with the required inter-site transport equipment.

Each Base Station Radio shall be capable of operating in a full duplex manner on a single VHF frequency pair, or in a simplex manner on a single VHF frequency, as required per the bidder's system design.

All base station equipment shall be of fully solid-state design, using transistors, integrated circuits and other silicon based devices. All base station radio equipment shall be constructed using commercial grade circuit boards and components throughout the equipment to maximize the life expectancy, and in keeping with good engineering practices. All tunable and adjustable circuit elements shall be easily accessible.

If the base station/fixed site equipment require continuous power to maintain its operational state (e.g. mode settings, etc), then the equipment provided at each site shall be supplied with a rack mount Uninterruptible Power Supply (UPS) or other battery power system. The UPS provided will be required to provide full load capability for the provided equipment for a minimum period of

30 minutes. This will allow for smooth transition to backup power supplied by state-provided generator power. The bidder shall provide a full description and operating specifications for the UPS or battery back-up equipment to be provided.

All base station and control equipment located at the remote radio sites will be mounted in closed 6-foot cabinets rather than open racks. Optionally, the vendors may propose the installation of site equipment into the existing cabinets. This measure is required to prevent damage due to the potential for rodent infestation.

5.13.1.2 Radio Site Antenna Equipment

A commercial quality base station antenna system is to be proposed for each radio site. The antenna system design is the responsibility of the bidder. The antenna system design should be such that its operation closely matches the performance modeled in any radio coverage predictions provided as part of the proposal or the project

The current base station antenna system, (exhibit 4-16) consists of 3 or 4 high-gain VHF transmit and receive antenna, mounted directly at the top or on the side immediately below the top of each tower. These antennas are to be replaced with an antenna system of the design recommended by the bidder.

The bidder is to provide all mounting kits, low-loss tower mounted RF transmission line; VHF antenna duplexer or combiner/multi-coupler system equipment, low-loss, flexible RF equipment interconnect cables; and all cable connectors, cable grounding clamps, lightning protection and mounting hardware required for a complete and operating VHF antenna system.

The antenna system shall be designed to meet current industry standards, and must follow the recommendations of the base station equipment manufacturer for site installation and quality.

All antennas, feed lines, connectors, and other equipment are to be installed and mounted in a manner, which is consistent with the recommendations of the respective manufacture.

5.13.1.3 Radio Site Facility Equipment

The bidder is to provide an alarm system capable of monitoring the environmental, power, tower lighting and security conditions at each site. The Alarm central equipment shall be located at the State Operations Center. The Alarm system shall communicate on the same inter-site T1 links as the radio communications system.

The bidder shall provide any HVAC upgrades or equipment required for the proper operation of the proposed radio system at each site. Should HVAC upgrades be recommended, but not required, the bidder shall propose them as an option, providing a detailed narrative indicating the rationale for the decision.

5.13.1.4 Inter-Site Interface Equipment

The bidder shall propose both a configuration that uses IP over ATM/frame relay technology for inter-site communication links, as well as a configuration that uses fractional T1 technology for inter-site communication links. The bidder shall provide a detailed explanation of their preference and reasons why, and shall provide detailed specifications for the type of inter-site circuits that will be required. The bidder shall provide a reference customer using any link technology proposed.

It shall be the bidder's responsibility to provide all termination equipment that may be required at each site for IP over ATM/frame relay or fractional T1 communications, as well as any other circuit interface equipment (e.g. DSU/CSU), that may be required between the State supplied circuits and the bidder's base station equipment. Interface equipment must meet State standards and be approved by ITD.

5.13.1.5 Radio Infrastructure Equipment Installation Services

The bidder shall provide all radio infrastructure installation services. These services include, but are not limited to, the transportation of the

infrastructure equipment to the final installation site, the mounting, cabling, alignment, and testing of each subsystem, the integration of each sub-system into the final infrastructure system, and the management of all related activities as part of the overall program management plan.

The installation services for each site shall also include the inventory and removal and disposal of all unused equipment whether it is from the system being replaced or from temporary installations required for system transition.

The State shall have access to the inventory information prior to the disposal of any equipment, and shall retain the right to claim for its own use any equipment taken out of service by this project.

5.13.1.6 Radio Site Antenna Equipment Installation Services

The bidder is to provide antenna system installation services whereby all antennas, feed lines, connectors, and other equipment are to be installed and mounted in a manner, which is consistent with the recommendations of the respective manufacture.

Workers properly trained and equipped for the task shall complete all antenna system installation work, including the removal of existing antennas and transmission line. Training shall include both proper tower climbing and proper antenna system installation skills.

5.13.1.7 Radio Infrastructure Acceptance Test

The bidder shall conduct a through acceptance test of the radio infrastructure after installation and optimization. The acceptance test shall demonstrate the proper installation of all equipment and proper operation of all features and functions of the equipment, sub-systems, and overall system.

The acceptance test plan shall include a visual inspection, or physical configuration audit, at each installation site to ensure tidiness and workmanship consistent with best current practices.

This audit will include:

- Verification that the radio equipment is operating on the frequencies identified in the system master frequency plan and as listed on the station license, a copy of which shall be posted at each site
- Verification of the tower latitude and longitude are as stated on the station license
- Verification that antennas are mounted at the elevations specified on the respective station license and if directional that they are oriented to the correct azimuth and polarization identified in the system master frequency plan and the station license
- Verify that all site drawings correspond accurately to all installed equipment fixtures, racks, and cabinets
- Verify site signal-flow wiring accurately corresponds to the cable running lists
- Inventory major material items comprising each site
- Document uncorrected discrepancies remaining at the site, to be completed before final site acceptance.

The bidder shall include in their proposal a detailed description of the test procedures and a program management plan for the test. The State reserves the right to review and approve all test procedures for completeness and coverage.

Secure/Encrypted Interface Equipment

The bidder's proposed system shall include all infrastructure and interface equipment required to support system-wide encryption capability from all sites and all channels. Properly equipped mobile and portable equipment shall be able to operate using the secure/encrypted mode of transmission provided for by the Project 25 standards. Secure/encrypted operation is expected to be optional for the user equipment, but is a requirement for the infrastructure. If the bidder's system includes infrastructure equipment, which is

not required for P25 secure/encrypted operation, but is recommended to improve ease of use, operation, or maintenance, such equipment shall be proposed as an option.

The bidder shall describe the systems and methods for encryption key management and distribution.

5.13.1.8 Secure/Encrypted Interface Equipment Installation

The bidder is to provide installation services for all equipment proposed for the purpose of enabling secure/encrypted communications over the proposed infrastructure. The installation services include, but are not limited to, the physical installation of any required equipment, the alignment and optimization of such equipment, and any alignment or optimization any other system or sub-system equipment required for proper secure/encrypted operation, whether or not that equipment, system, or sub-system is required specifically for secure/encrypted operation.

The bidder shall describe the systems and methods for encryption key management and distribution.

5.13.1.9 Secure Interface Acceptance Test

The bidder shall conduct a through acceptance test of the secure/encrypted communications functionality after installation and optimization. The acceptance test shall demonstrate the proper operation of all features and functions related to the use of secure/encrypted communications. The bidder shall include in their proposal a detailed description of the test procedures and a program management plan for the test.

AVL/GPS Data Interface and Transport Equipment

The bidder's proposed system shall include all infrastructure and interface equipment required to support the transport of AVL/GPS data over the radio infrastructure from a properly equipped mobile unit to an AVL location determination and mapping/display system located at the operations center. The

transmission of this data shall follow Project 25 standards to the greatest extent possible.

AVL/GPS operation is optional for the user equipment. The specific AVL location determination and mapping/display equipment is not to be provided as part of this project.

5.13.1.10 AVL/GPS Data Interface Equipment Installation

The bidder is to provide installation services for any equipment proposed for the purpose of enabling AVL/GPS data communications over the proposed infrastructure. The installation services include, but are not limited to, the physical installation of any required equipment, the alignment and optimization of such equipment, and any alignment or optimization any other system or sub-system equipment required for proper operation, whether or not that equipment, system, or sub-system is required specifically for AVL data operation.

5.13.1.11 AVL/GPS Interface Acceptance Test

The bidder shall conduct a through acceptance test of the AVL/GPS data communications functionality after installation and optimization. The acceptance test shall demonstrate the proper operation of this feature and function to the greatest extent possible given the fixed AVL location determination and mapping/display system will exist not be implemented in the timeframe of the radio system implementation.

The bidder is shall provide a sample GPS/AVL field unit and sample fixed end AVL equipment to demonstrate the proper operation of this feature and function.

The bidder shall include in their proposal a detailed description of the test procedures and a program management plan for the test.

Dispatch Console and Control Equipment Interface Equipment

The bidder's proposed system shall include all infrastructure and interface equipment required to support connection of the radio infrastructure to the existing dispatch console system located at the State Operation Center. The existing system consists of Motorola CentraCom Elite Gold Series equipment.

If the bidder's system includes equipment, which is not required for console interface operation, but is recommended to improve ease of use, operation, or maintenance, such equipment shall be proposed as an option.

5.13.1.12 Dispatch Console and Control Equipment updates

The bidder's proposed system shall include all software and hardware updates required to the existing Motorola CentraCom Elite Gold Series dispatch console system located at the State Operation Center to allow full operation with the proposed radio infrastructure system.

If the bidder's system includes software and hardware updates, which are not required for console operation, but are recommended to improve ease of use, operation, or maintenance, such software and hardware updates shall be proposed as an option.

5.13.1.13 Dispatch Console and Control Equipment Update and Interface

Installation Services

The bidder is to provide installation services for all hardware and software proposed for the purpose of interfacing the proposed infrastructure to the connection of the radio infrastructure to the existing dispatch console system located at the State Operation Center. The installation services include, but are not limited to, the physical installation of any required hardware and software, the alignment and optimization of such hardware and software, and any alignment or optimization any other system or sub-system equipment required for proper console operation, whether or not that equipment, system, or sub-system is

required specifically for console operation. Dispatch and Control System Acceptance Test

The bidder shall conduct a through acceptance test of the dispatch console and control equipment update and interface after installation and optimization. The acceptance test shall demonstrate the proper operation of all features and functions of the console, interface, and overall system.

The bidder shall include in their proposal a detailed description of the test procedures and a program management plan for the test.

Paging and/or EAS system equipment

The existing analog radio system supports Two-Tone Sequential, Tone and Voice paging on the voice dispatch channels. The existing system uses the Motorola CentraCom Elite Gold Series console equipment to generate the paging signals. This functionality must be maintained with the proposed system.

The bidder's proposed system shall include all infrastructure and interface equipment required to support Two-Tone Sequential, Tone and Voice paging on the voice dispatch channels.

The bidder shall propose, as an option, the implementation of a separate paging only channel to support Two-Tone Sequential, Tone and Voice paging on a radio channel and transmitter equipment separate from the DEM statewide radio communications system or NDDOT dispatch channels. This paging only radio channel is to be installed at all radio transmitter sites implemented as part of the proposed system.

5.13.1.14 Paging and/or EAS system Installation Services

The bidder is to provide installation services for all hardware and software proposed for the purpose of supporting Two-Tone Sequential, Tone and Voice paging on the voice dispatch channels. The installation services include, but are not limited to, the physical installation of any required hardware and software, the alignment and optimization of such hardware and software, and any

alignment or optimization any other system or sub-system equipment required for proper Two-Tone Sequential, Tone and Voice paging operation, whether or not that equipment, system, or sub-system is required specifically for paging operation.

At the States option, the bidder shall provide installation services for all equipment proposed for the purpose of implementing a separate paging only channel using a radio channel and transmitter equipment separate from the DEM statewide radio communications system or NDDOT dispatch channels. The installation services include, but are not limited to, the physical installation of any required equipment, the alignment and optimization of such equipment, and any alignment or optimization any other system or sub-system equipment required for proper Two-Tone Sequential, Tone and Voice paging on a radio channel and transmitter equipment separate from the DEM statewide radio communications system or NDDOT dispatch channels, whether or not that equipment, system, or sub-system is required specifically for paging operation.

5.13.1.15 Paging and/or EAS system Acceptance Test

The bidder shall conduct a through acceptance test of the Two-Tone Sequential, Tone and Voice paging functionality after installation and optimization. The acceptance test shall demonstrate the proper operation of all features and functions related to the paging system.

The bidder shall include in their proposal a detailed description of the test procedures and a program management plan for the test.

Field Radio Equipment (Subscriber Equipment)

The bidder shall propose a wide range of field radio equipment including mobile, portable, and fixed control stations. All subscriber radios shall be capable of operating with existing wideband, analog systems and P25 digital systems.

The proposed subscriber units shall be compatible with emerging Federal government systems. This includes at a minimum P25 CAI and extended frequency band operation covering the Federal frequencies.

All subscriber radios shall include (or optionally incorporate) an emergency button. Subscriber radios shall be quoted as both clear only (non-encrypted) and optionally equipped for secure/encryption transmission units. All subscriber radios shall include automatic user identification and will allow remote shutdown of unauthorized use of the subscriber radio. Subscriber radios shall be capable of adding AVL (automatic vehicle location) modules/features.

The vendor shall detail the complete features of each type subscriber radio proposed, individual unit costs and ancillary items offered including but not limited to: AVL, batteries (standard and high capacity types), antennas, programming, installation, feedline, cases, chargers, remote mobile control heads, etc.

5.13.1.16 Control Station Packages

Control Station Package 1

The bidder shall propose a control station package consisting of a full-featured station designed for remote mounting and remote control. The control equipment shall be connected to the control station by local in-house cabling or industry standard interfaces and control protocols.

The station should be quoted as a complete package with a typical antenna system, power supply, and mounting accessories.

The bidder shall quote as optional the ability to enable secure/encrypted communications, multiple control locations and any other available options.

Control Station Package 2

The bidder shall propose a control station package consisting of a full-featured station designed for remote mounting and local/remote control. The

control equipment shall be connected to the control station by local in-house cabling, and may use proprietary control protocols.

The station should be quoted as a complete package with a typical antenna system, power supply, and mounting accessories.

The bidder shall quote as optional the ability to enable secure/encrypted communications, multiple control locations and any other available options.

Control Station Package 3

The bidder shall propose a control station package consisting of a full-featured station designed for desktop mounting and local control.

The station should be quoted as a complete package with a typical antenna system, power supply, and mounting accessories.

The bidder shall quote as optional the ability to enable secure/encrypted communications, multiple control locations and any other available options.

The bidder may optionally quote additional control station configurations.

These packages may vary from the three defined packages by the tier of the radio unit, the feature set provided, or the mounting/control configuration.

5.13.1.17 Mobile Station Packages

Mobile Station Package 1

The bidder shall propose a mobile station package consisting of a full-featured high power station designed for remote/trunk mounting and remote/dash control. The control equipment shall be connected to the mobile station by direct wiring and may use proprietary control protocols.

The mobile station should be quoted as a complete package with a typical antenna system, power wiring, and mounting accessories, including a vehicular repeater system compatible with the existing UHF portable radios. The

bidder may propose alternative coverage enhancement solutions using in-band or other technologies.

The bidder shall quote as optional the ability to enable secure/encrypted communications and any other available options.

Mobile Station Package 2

The bidder shall propose a mobile station package consisting of a mid-featured high power station designed for remote/trunk mounting and remote/dash control. The control equipment shall be connected to the mobile station by direct wiring and may use proprietary control protocols.

The mobile station should be quoted as a complete package with a typical antenna system, power wiring, and mounting accessories, including a vehicular repeater system compatible with the existing UHF portable radios. The bidder may propose alternative coverage enhancement solutions using in-band or other technologies.

The bidder shall quote as optional the ability to enable secure/encrypted communications, and any other available options.

Mobile Station Package 3

The bidder shall propose a mobile station package consisting of a full-featured high power station designed for remote/trunk mounting and remote/dash control. The control equipment shall be connected to the mobile station by direct wiring and may use proprietary control protocols.

The mobile station should be quoted as a complete package with a typical antenna system, power wiring, and mounting accessories.

The bidder shall quote as optional the ability to enable secure/encrypted communications and any other available options.

Mobile Station Package 4

The bidder shall propose a mobile station package consisting of a mid-featured high power station designed for remote/trunk mounting and

remote/dash control. The control equipment shall be connected to the mobile station by direct wiring and may use proprietary control protocols.

The station should be quoted as a complete package with a typical antenna system, power wiring, and mounting accessories.

The bidder shall quote as optional the ability to enable secure/encrypted communications, and any other available options.

Mobile Station Package 5

The bidder shall propose a mobile station package consisting of a full-featured mid-power station designed for local/dash mounting.

The mobile station should be quoted as a complete package with a typical antenna system, power wiring, and mounting accessories.

The bidder shall quote as optional the ability to enable secure/encrypted communications, and any other available options.

Mobile Station Package 6

The bidder shall propose a mobile station package consisting of a mid-featured mid-power station designed for local/dash mounting.

The mobile station should be quoted as a complete package with a typical antenna system, power wiring, and mounting accessories.

The bidder shall quote as optional the ability to enable secure/encrypted communications, and any other available options.

The bidder may optionally quote additional mobile station configurations.

These packages may vary from the six defined packages by the tier of the radio unit, the feature set provided, the power level, or the mounting/control configuration.

5.13.1.18 Portable Unit Packages

Portable Unit Package 1

The bidder shall propose a portable radio unit package consisting of a full-featured high tier portable unit designed for public safety applications. A high tier unit typically includes a full keypad to maximize the features and flexibility for the user.

The portable radio unit should be quoted as a complete package with antenna, battery, and case.

The bidder shall quote as optional, the ability to enable secure/encrypted communications, additional batteries, and battery chargers, carry accessories and any other available options.

Portable Unit Package 2

The bidder shall propose a portable radio unit package consisting of a full featured mid tier portable unit designed for public safety applications. A mid tier unit typically includes a limited keypad to access predetermined features and functions by the user.

The portable radio unit should be quoted as a complete package with antenna, battery, and case.

The bidder shall quote as optional, the ability to enable secure/encrypted communications, additional batteries, and battery chargers, carry accessories and any other available options.

Portable Unit Package 3

The bidder shall propose a portable radio unit package consisting of a basic featured low tier portable unit designed for public safety applications. A low tier unit typically does not include a keypad and limits the user's access to features and functions.

The portable radio unit should be quoted as a complete package with antenna, battery, and case.

The bidder shall quote as optional, the ability to enable secure/encrypted communications, additional batteries, and battery chargers, carry accessories and any other available options.

Portable Unit Package 4

The bidder shall propose a portable radio unit package consisting of a basic featured low tier portable unit designed for public service applications. A low tier unit typically does not include a keypad and limits the user's access to features and functions. A public service portable radio typically does not support secure/encrypted operation, or one-button emergency call.

The portable radio unit should be quoted as a complete package with antenna, battery, and case.

The bidder shall quote as optional, additional batteries, battery chargers, carry accessories and any other available options.

The bidder may optionally quote additional portable radio unit configurations.

These packages may vary from the four defined packages by the tier of the radio unit, the feature set provided, or the included accessory set.

5.14 CONTINUITY OF OPERATIONS

The bidder must assure that during implementation of the proposed radio system all system users have available communications. During installation services, which require disruption of services, the State must be notified in advance, and reserves the right to specify an appropriate time period.

It must be assured that during the period of time where new components or sub-systems are in operation in conjunction with components or sub-systems of the existing system, normal operations must continue without harmful or disruptive effects.

5.15 SYSTEM TESTING AND ACCEPTANCE

The bidder shall include with their proposal a proposed system test procedure and a management plan for the execution of the system test procedure. The test plan shall include, but not be limited to, the tests mentioned elsewhere in this RFP covering each major type of equipment and/or software as a separate test and shall include all RFP mandated features and functions of

each type of equipment, a list of tests to be performed and how these tests will be administered.

The successful bidder shall submit for approval a detailed system test plan within fifteen working days following State sign-off of the final system design, and individual equipment test procedures within twenty working days of State sign-off of the final system design. Official execution of the test plan and procedures shall not begin without written State approval of the plans and procedures.

The test procedures shall cover each major type of equipment and/or software as a separate test and shall include all RFP mandated and contractually negotiated features and functions of each type of equipment, sub-system, and system. The test plan shall include, but not be limited to, a list of tests to be performed, a narrative describing and how each test will be performed, and a management plan detailing how these tests will be administered. It shall include proof of performance of all RFP mandated and contractually negotiated system features and functions.

All test equipment used during any proof of performance tests shall be certified as calibrated, with calibration traceable to NIST. All data collected during proof of performance tests shall be recorded and preserved for the life of the contract.

Bidders must provide comprehensive narrative describing the process that will be used to resolve any discrepancies discovered during the execution of the Acceptance Test Plan.

The State reserves the right to witness any and all tests.

Coverage Test

The bidder shall include with their proposal a proposed system coverage test procedure and a management plan for the execution of the system coverage test procedure. The test procedure will indicate the methodology used to select test locations and the methodology used to evaluate the signal and audio quality at each location. The coverage test plan shall include tests

demonstrating the coverage and signal reliability from each base station radio site and each radio channel specified in the bidder's proposal. The plan shall also incorporate a system coverage test, which will demonstrate the composite coverage of the system. It shall include proof of performance of all areas currently provided radio coverage by the existing system including both talk-out and talk-in coverage from mobile and portable radios. It is expected that this coverage test plan will include a coverage survey of the existing system as verification of the coverage area and reliability, which the proposed system must meet or exceed.

The successful bidder shall submit for approval a detailed coverage test plan within fifteen working days following State sign-off of the final system design. The test procedures shall cover each base station radio site and each radio channel in the final system design including both talk-out and talk-in coverage from mobile and portable radios. Official execution of the coverage test plan and procedures shall not begin without written State approval of the plans and procedures. The test plan shall include, but not be limited to, a list of coverage tests to be performed and how these tests will be administered. It shall include proof of performance of all areas currently provided radio coverage by the existing system.

The bidder shall be required to record and certify all test data and the State reserves the right to observe the testing.

Full-foliated conditions are considered to occur from June 1 to October 1 inclusive. If testing is done under less-than-full-foliated conditions, coverage acceptance will only be conditional. Retesting of the service area using the same method shall be repeated to verify compliance during full-foliated conditions. Final acceptance will only be granted if no coverage-related problems occurred during the full-foliated conditions.

System Acceptance

Final System Acceptance will occur after a period of thirty days of continuous use without any failures post the successful execution of the Acceptance Test Plan and Coverage Test Plan. Performance Guarantee

Following final system acceptance, the successful bidder shall guarantee overall system and equipment performance in accordance with RFP mandated and contractually negotiated requirements for a period of one calendar year following the date of final system acceptance at no additional cost to the State.

5.16 WARRANTY

The warranty period shall run for a period of one calendar year following the date of final system acceptance and shall include all hardware and software updates as issued, correction of operational problems, repairs as necessary, and service calls, all at no additional charge to the State.

5.17 SPARE PARTS

The manufacturer(s) must provide, and have a parts support system capable of providing spare parts for a period of seven years from the date of system acceptance. The bidder shall maintain spare equipment modules in sufficient quantities to adequately maintain the system. It will be the option of the bidder to retain the required spares in his possession or to store them at a State facility. However, if at any time the lack of spares affects system availability, the State reserves the right to require all spare equipment modules to reside on-site in a State facility.

The bidder shall list any spare parts that the State is required to purchase for the system. The cost of those parts must be detailed in the cost proposal, and the total cost included in the system cost.

The bidder shall recommend a complement of optional spare parts for the system and provide detailed pricing.

5.18 RADIO PROGRAMMING EQUIPMENT

The bidder is responsible to furnish 10 sets of all necessary radio programming software, interface cables and specialized programming equipment. The bidder is responsible for furnishing 10 copies of all software manuals for both base and mobile radios supplied under this contract. Software manuals may be provided either as hardcopy or CD-ROM versions, with an unlimited license to reproduce copies.

5.19 TEST EQUIPMENT

The bidder is responsible to include in their proposal any special test equipment required to maintain the installed system. This equipment shall be listed in the equipment detail and priced in the cost proposal. Test equipment required to maintain the base station site or field equipment will require 7 sets to be included in the bid price. Test equipment required to maintain the central site equipment will require 2 sets to be included in the bid price.

5.20 MAINTENANCE CONTRACTS

The bidder shall provide a quotation for an annual maintenance contract after the warranty period. This contract shall be quoted for at least seven (7) one-year periods and shall include all items as covered within the warranty period. The State reserves the right to accept or reject each annual maintenance contract at the expiration of the previous maintenance contract.

The bidder must submit a detailed maintenance plan, which includes a list of the bidder's maintenance facilities or any subcontractor's arrangements for maintenance facilities within the State.

Maintenance may be subcontracted to a third-party(ies) in order to adequately cover the State and to provide for rapid response in the event of a service disruption. If the bidder proposes third-party maintenance, the capabilities and locations of the third party shall be adequately addressed in the bidder's proposal.

5.21 MAINTENANCE PROCEDURES

During the warranty period and when under maintenance contract the system will be maintained to the following level of availability:

- Major disruptions include: inoperable dispatch console interface equipment and/or central communications equipment, the failure of one entire remote site or the failure of one radio channel at all sites.
- Minor disruptions include: single channel/site failures, failures of individual mobile radios, and/or their accessories; and feature problems, which do not affect system operability.

Repairs for any major disruption shall be started within one hour of reporting, with restoration within four hours. Repairs for a minor disruption shall be started within four hours or the start of the next business day, whichever occurs sooner. In either case, repair work shall continue until service has been restored unless other arrangements have been approved by the State.

The bidder shall establish a methodology for providing maintenance service, to be approved by the State, including: 24-hour trouble desk, trouble reporting forms, trouble reporting procedures, toll free telephone numbers for voice and facsimile, maintenance organizational chart showing supervision and key personnel, and escalation procedures, including named personnel and their office and home telephone numbers. The trouble reporting procedures shall include the ability for the State to elevate any failure to critical level, requiring a response as a major disruption as defined above.

The bidder shall provide monthly maintenance and repair reports to the State through the warranty period detailing specific failures, repairs, and response times.

5.22 SYSTEM DOCUMENTATION

System Manual

Upon final system acceptance by the State of North Dakota, ten (10) paper copies and ten (10) electronic (CD-ROM) the bidder shall furnish

copies of detailed system manuals to the State of North Dakota describing the overall operational procedures and functionality of all components of the system.

As-built Drawings

The bidder shall provide ten (10) paper copies and ten (10) electronic (CD-ROM) copies of "as-built" drawings on a per location basis that clearly show all equipment, racks, rooms/space, external interfaces (control interface, data, power, RF, etc.), cable routing, cable type, connector types and equipment model numbers within 30 days of completion. Equipment racking and wiring shall be documented with photographs.

System Inventory

The bidder shall provide a complete system equipment inventory in electronic (CD-ROM) form. The inventory shall contain at a minimum complete records of the model number, serial number, hardware revision, firmware revision, software load, delivery date, installation location, installation date, and acceptance date, for every significant system component.

System Software Manual

The bidder is responsible for furnishing software manuals for all off-the-shelf, customized, and special purpose software provided or developed for this project. Software manuals may be provided either as hardcopy versions or as CD-ROM/hard disk versions, with an unlimited license to reproduce copies.

System Maintenance Manual

The bidder shall furnish complete and comprehensive installation and instruction manuals for all equipment and software in the system. These manuals shall provide concise information, including engineering drawings, trouble shooting diagrams, layout drawings, printed circuit board overlays, test and alignment procedures, theory of operation, interconnection diagrams, and parts lists. These manuals shall be suitable for rapid and efficient maintenance and repair of the equipment by a competent communications technician. At a

minimum, 10 sets of installation, operation, and maintenance manuals shall be provided.

5.23 SERVICES

Training

The bidder is responsible for developing training for State personnel in the use of the equipment, and the operation, maintenance, and programming of the system and system components. The bidder shall provide a detailed description of the training program in their proposal. The bidder shall detail the costs of the training program in the cost proposal, and include the recommended training in the proposal total cost.

Programming

The bidder shall include in the proposal the initial programming of all system and field equipment. This task shall include the development and management of a process to ensure that all equipment is properly programmed and to minimize the potential for the need to reprogram equipment. The bidder shall detail the costs of the programming service in the cost proposal, and include the required programming in the proposal total cost.

The bidder shall provide per unit costs for reprogramming field equipment as an optional item in the cost proposal.

5.24 ONLINE EQUIPMENT CATALOG

The selected bidder must set up and maintain an Internet web-based catalog and ordering system for subscriber equipment and system additions. This system shall be accessible to all public agencies within the State of North Dakota that are authorized to purchase from the contract that will be awarded to the successful bidder. The Internet web-based catalog will provide monthly management reports to the State in electronic form indicating statistics regarding site inquiries, who has "hit" the web site, the quantity and type of

equipment order, who placed the order, and when the order was filled to assist the State in the management of the contract and the system.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01 PROPOSAL FORMAT AND CONTENT

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, bidders must follow the format set out in this section of the RFP and provide all information requested.

6.02 INTRODUCTION

Proposals must include the complete name and address of bidder's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must have a statement confirming that the bidder will comply with all provisions in this RFP. If the bidder takes exception to any provision of the RFP, the exception must be specifically called out in the proposal.

The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. family member employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. A bidder's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 UNDERSTANDING OF THE PROJECT

Bidders must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

6.04 METHODOLOGY USED FOR THE PROJECT

Bidders must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the State's project schedule. This narrative must

encompass the bidder's methodology for ensuring the final delivered system meets the requirements called out in this RFP, and the requirements agreed upon through the contract negotiation process.

6.05 MANAGEMENT PLAN FOR THE PROJECT

Bidders must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the State's project schedule. This plan shall state the expectations the bidder has for required State management resources, and level of bidder management resources dedicated to the program. This narrative must encompass the bidder's workflow scheduling process, schedule adherence procedures, issue tracking process, escalation and dispute resolution processes and project management software implemented.

6.06 QUALITY ASSURANCE PLAN FOR THE PROJECT

Bidders must provide comprehensive narrative statements that set out the quality assurance plan they intend to follow and illustrate how the plan will serve to ensure that the work will meet the State's project goals.

The plan must detail how the quality performance of bidder and sub-contractor tasks are monitored during the term of the contract.

The quality assurance plan must address the issues of configuration control, and documentation control throughout the term on the contract.

This plan shall include any reference documents for quality standards, which will be applied to the implementation of the system. Adherence to the quality assurance plan and documents must be included within the acceptance test plan for the system.

The bidder must detail in the proposal any requirements, which this quality assurance plan places on the State.

6.07 EXPERIENCE AND QUALIFICATIONS

Bidders must provide a narrative description of the organization of the project team and a personnel roster that identifies each key person who will work on the contract and provide the following information about each key person listed:

- (a) Title,
- (b) Resume,
- (c) Location(s) where work will be performed,

Bidders must provide an organizational chart specific to the key personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

The bidder's key personnel as indicated on the organizational chart, specifically the project manager and technical lead, are defined to be critical positions. The bidder may not make staffing changes that affect these positions without the prior written approval of the State.

If a bidder intends to use subcontractors, the bidder must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform, and detail the qualifications of each subcontractor with regard to that particular task.

Prior Experience

The bidder shall include a narrative description of their experience with at least two (2) Statewide Public Safety Radio Communications Systems of similar scope completed within the last 5 years, which have been accepted by public sector customers. The bidder shall include the project name, project location, customer contact (name, address, and phone number), quantities of major equipment items, contract value, implementation timetable, summary of problems, and status for each such previous project. Bidders must provide letters of reference from two (2) previous clients of similar scope. The State reserves the right to contact any or all of the

referenced customers and others and may consider their comments in selecting a bidder for award.

6.08 FINANCIAL STATEMENTS - PUBLIC CORPORATION

The following information shall be provided to determine the bidder's financial stability:

A complete set of audited financial statements for the last three years, including:

- Balance Sheet
- Income Statement
- Notes to the Financial Statements
- Statement of Changes in Financial Position
- Auditor's Report
- The 10-Ks for the last three years
- The 10-Qs for the last three years

Quarterly reports and annual reports to stockholders for the last three years.

A copy of a letter from the bidder's attorneys or in-house legal counsel to the bidder's auditor concerning the status of all legal actions including but not limited to contract disputes, lawsuits, pending litigation, government arbitrations, and other adjudications for the most recent fiscal year. If there are no lawsuits or pending litigation, a letter to that effect.

A description of past, present, or potential future litigation, if any, related to the bidder's past performance under contract on projects similar to the one called out in this RFP.

A complete Dun and Bradstreet credit report dated twenty (20) to thirty (30) days prior to the Proposal Due Date.

Justification for the omission of any of the above.

6.09 FINANCIAL STATEMENTS - PRIVATELY HELD CORPORATION

The following information shall be provided to determine the bidder's financial stability:

If the corporation is not publicly traded, a financial statement, covering the last three years, must be completed and supplied by an independent Certified Public Accountant (firm or individual).

A copy of a letter from the bidder's attorneys or in-house legal counsel to the bidder's auditor concerning the status of all legal actions including but not limited to contract disputes, lawsuits, pending litigation, government arbitrations, and other adjudications for the most recent fiscal year. If there are no lawsuits or pending litigation, a letter to that effect.

A description of past, present, or potential future litigation, if any, related to the bidder's past performance under contract on projects similar to the one called out in this RFP.

Justification for the omission of any of the above.

6.10 SYSTEM DESCRIPTION

For each of the system proposals the bidder must provide the following documentation.

Technical and operational description of proposed basic system

Bidders must provide comprehensive documentation specifying the technical and operational description of proposed basic system.

6.10.1.1 Basic System Narrative

The bidder shall provide a detailed narrative description of the proposed basic system that clearly illustrates that the proposed system and equipment are in full compliance with the functional and performance specifications contained herein.

6.10.1.2 Basic System diagrams

The system description shall include detailed system diagrams and drawings that clearly illustrate the system configuration and the functional relationship of the various systems, subsystems, and items of equipment. These diagrams and drawings shall detail the equipment and configuration at each location. The bidder shall

furnish with his proposal technical information, graphs, charts, maps, photographs, block diagrams, circuit diagrams and other information that shall clearly show that the system and equipment offered are in full compliance with the minimum requirements of this RFP.

6.10.1.3 Equipment Specification Sheets

The bidder shall furnish with his proposal technical specification sheets, instruction books, operating manuals, and other information for each major component and/or sub-system within the proposed basic system. The bidder shall also provide detailed technical specifications for each item of equipment included in his proposal. The information to be provided may be in the form of published specification sheets and illustrative literature. At a minimum, the technical specifications shall include the physical size, electrical, environmental, and technical performance specifications for each item of equipment proposed. Details on any components or sub-systems modified from standard specifications.

6.10.1.4 Details on any components or sub-systems modified from standard specifications

The bidder shall furnish with his proposal technical information, block diagrams, circuit diagrams, and other information that shall clearly show any factory or field modifications made to standard products or subsystems for use in the proposed system. The bidder shall explain in detail, with full engineering support data, the nature of the modifications and the reasons for the modifications.

Technical and operational description of proposed optional enhanced system

Bidders must provide comprehensive documentation specifying the technical and operational description of proposed optional enhanced system.

6.10.1.1 Enhanced System Narrative

The bidder shall provide a detailed narrative description of the proposed enhanced system that clearly illustrates that the proposed system and equipment are in full compliance with the functional and performance specifications contained herein.

6.10.1.2 Enhance System diagrams

The system description shall include detailed system diagrams and drawings that clearly illustrate the system configuration and the functional relationship of the various systems, subsystems, and items of equipment. These diagrams and drawings shall detail the equipment and configuration at each location. The bidder shall furnish with his proposal technical information, graphs, charts, maps, photographs, block diagrams, circuit diagrams and other information that shall clearly show that the system and equipment offered are in full compliance with the minimum requirements of this RFP.

6.10.1.3 Equipment Specification Sheets

The bidder shall furnish with his proposal technical specification sheets, instruction books, operating manuals, and other information for each major component and/or sub-system within the proposed enhanced system. The bidder shall also provide detailed technical specifications for each item of equipment included in his proposal. The information to be provided may be in the form of published specification sheets and illustrative literature. At a minimum, the technical specifications shall include the physical size, electrical, environmental, and technical performance specifications for each item of equipment proposed.

6.10.1.4 Details on any components or sub-systems modified from standard specifications

The bidder shall furnish with his proposal technical information, block diagrams, circuit diagrams, and other information that shall clearly show any factory or field modifications made to standard products or subsystems for use in the proposed

system. The bidder shall explain in detail, with full engineering support data, the nature of the modifications and the reasons for the modifications.

Technical and operational description of proposed System Migration Plan

The goal of this program is to be the first stage in a migration from the existing circa 1970 analog voice radio system, to a state-of-the-art, fully digital system, capable of supporting encryption, trunking, data and other enhanced communications technologies.

The proposed system must include a migration plan to a future trunked system. This future system is to be the bidder's best recommendation for a dual-mode Analog/Project 25 digital, trunked radio system that provides enhanced coverage and functionality over the existing radio system. Migration to the future system must use, to the greatest extent possible, the equipment and sub-systems proposed in the basic and/or enhanced system designs. The future system shall use trunking technology at some or all system sites (bidder's discretion). The bidder shall justify the selection of sites for trunking operation and the number of channels assigned to each site. The bidder must provide the channelization plan (frequency plan) and a detailed plan to acquire the channels required to implement this migration proposal.

6.10.3.1 Future System Narrative

The bidder shall provide a detailed narrative description of the proposed final system that clearly illustrates that the proposed system is in the best interest of the State and in functional compliance with the specifications contained herein.

6.10.3.2 Future System diagrams

The system description shall include detailed system diagrams and drawings that clearly illustrate the system configuration and the functional relationship of the various systems, subsystems, and items of equipment. These diagrams and drawings shall detail the equipment and configuration at each location. The bidder shall furnish with his proposal technical information, graphs, charts, maps, photographs,

block diagrams, circuit diagrams and other information that shall clearly show that the system and equipment that are being offered.

6.10.3.3 Equipment Specification Sheets

The bidder shall furnish with his proposal technical specification sheets, instruction books, operating manuals, and other information for each major component and/or sub-system within the proposed final system.

The bidder shall also provide detailed technical specifications for each item of equipment included in his proposal. The information to be provided may be in the form of published specification sheets and illustrative literature. At a minimum, the technical specifications shall include the physical size, electrical, environmental, and technical performance specifications for each item of equipment proposed.

6.10.3.4 Details on any components or sub-systems modified from standard specifications

The bidder shall furnish with his proposal technical information, block diagrams, circuit diagrams, and other information that shall clearly show any factory or field modifications made to standard products or subsystems for use in the proposed system. The bidder shall explain in detail, with full engineering support data, the nature of the modifications and the reasons for the modifications.

System Options

The bidder shall fully describe the technical, performance, and operational characteristics of all optional system components that are being proposed. Unit pricing for all optional equipment shall be provided.

Auxiliary Equipment

The bidder shall list and provide technical and descriptive literature covering the various accessory items and equipment options available for each type of equipment covered by the proposal. Unit pricing for all accessory and optional items shall be provided.

Coverage Prediction Maps and Methodology

The bidder shall include with their proposal detailed system coverage predictions for the all three proposed systems (basic, enhanced, and future). The bidder shall also include with their proposal detailed system coverage maps for the existing system generated using the same parameters and methods as the proposed system predictions. The existing system coverage maps will be used as the basis for the minimum coverage required for the proposed system. These coverage prediction maps must indicate at a minimum talk-out and talk-in coverage for the proposed mobile equipment at the 90% probability of 90% availability of DAQ 3.0 level, and the 95% probability of 95% availability of DAQ 3.0 level. In addition, the bidder shall provide talk-out and talk-in coverage prediction maps for the proposed portable equipment at the 90% probability of 90% availability of DAQ 3.0 level.

6.10.1.1 Coverage Prediction Methodology

The bidder shall submit narrative and supporting documentation that provides a detailed description of the methods and calculations used, and the assumptions made, in predicting the guaranteed two-way radio coverage to be provided.

6.10.1.2 Individual Coverage Maps

The bidder shall submit individual coverage maps of each site on a scale of 1:500,000 so that they may be overlaid on a standard scale topographical map. The bidder shall also submit final coverage predictions based on actual installed equipment as part of the as-built documentation package.

6.10.1.3 Composite Coverage Maps

The bidder shall submit a composite coverage map of appropriate scale overlaid on a standard scale map. The bidder shall also submit final system coverage predictions based on actual installed equipment as part of the as-built documentation package.

6.11 COMPLIANCE

The bidder's proposal shall include a point-by-point compliance statement for each paragraph in this RFP. Any bidder statement other than "compliant" or "understood" shall require a detailed explanation and may be cause for proposal rejection. All exceptions to the specifications provided herein shall be clearly stated as such and the bidder shall be prepared to prove/demonstrate the quality of alternative items to the satisfaction of the State.

6.12 COST PROPOSAL

The bidder's cost proposal shall include an itemized list of all equipment and services to be provided, including, but not limited to, itemized equipment lists, total labor costs including, total number of hours at various hourly rates/labor categories, direct expenses, supplies, and all direct and indirect costs associated with the selection of each system option proposed.

The quantities of equipment specified in this RFP represent the State's best current estimates of needs. All prices shall be proposed on a per item or per unit basis. The State shall not be held responsible for buying any specific or minimum quantities of equipment or services. The quantities provided are for the sole purpose of helping bidders prepare their proposals.

The State will use total project costs in the evaluation of each bidder's proposal. Total project costs include, but are not limited to, the total cost submitted in the cost proposal, plus the addition of other estimated direct and indirect costs to the State related to the implementation of the bidders proposed system (e.g. site acquisition costs, radio channel acquisition costs, management costs, etc.).

All costs associated with the contract must be stated in U.S. currency.

The State shall not be responsible for any cost that is not identified in the bidder's proposal and included in the resulting contract.

Cost proposals will be evaluated after the technical proposals; therefore, bidders must submit the cost proposal in a separate, sealed envelope.

Detailed and Summarized Costs

The bidder's cost proposal shall be divided into the major areas defined below and any other miscellaneous categories as defined by the bidder. The bidder shall provide the unit price, total price, and delivery of each item proposed. The costs for each major area shall be totaled and carried forward to a summary page that ends with the entire project's grand total cost.

Equipment and Hardware Costs

The cost proposal shall provide an itemized list of the equipment and hardware items to be provided, detailing the equipment and hardware costs broken down into the following categories:

- Central Control and Dispatch Site Costs
- Per Radio Site Costs,
 - including all channel equipment
- Per Channel Costs,
 - across all sites
- Per Subsystem Costs
- Per Option Costs
- Per Mobile Unit Configuration Costs
- Per Portable Unit Configuration Costs

Installation, Programming, Warranty, and Maintenance Costs

The cost proposal shall provide an itemized list of the installation, programming, warranty, and maintenance costs associated with installing and maintaining the equipment and hardware for the central control or dispatch facility equipment, each Base Station/Fixed Site Facility equipment, each configuration of mobile equipment and each configuration of portable equipment.

Software Costs, Use, and Licensing

The cost proposal shall provide an itemized list of the costs associated with any software required by each item of equipment proposed for the equipment to perform as a fully functional, integrated part of the bidder's proposed system and/or for maintenance and repair of the equipment. The software costs shall include the initial purchase and installation costs; use and licensing fees; software maintenance costs;

and all other costs relative to the State's acquiring and using the software for the life of the equipment. The costs and procedures relating to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet the changing needs of the various user groups shall also be addressed.

The bidder shall provide a full description and information regarding the function of the software; its use and operation within the system; and the user interface required for proper utilization of the software.

The bidder shall provide a full description and information regarding the frequency of software upgrades as well as the method of software upgrade distribution and installation. The bidder shall also describe the user interface required for proper installation of the software upgrades.

System Options

The bidder shall fully describe the optional system components that are being proposed. Unit pricing for all optional equipment shall be provided in the same detail as listed above.

Auxiliary Equipment

The bidder shall list the various accessory items and equipment options available for each type of equipment covered by the proposal. Unit pricing for all accessory and optional items shall be provided.

6.13 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Responsive proposals will be evaluated using the criteria set out in Section SEVEN.

SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01 Understanding of the Project

Ten Percent (10%) of the total possible evaluation points will be assigned to this criterion.

7.02 Methodology Used for the Project

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

7.03 Management Plan for the Project

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

7.04 Experience and Qualifications

Twenty Percent (20%) of the total possible points will be assigned to this criterion. If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums.

7.05 Contract Cost

Thirty Percent (30%) of the total possible evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

SECTION EIGHT

ATTACHMENTS

8.01 Attachments

Attachments

1. Bidder Checklist
2. Exhibit 4-2. NORTH DAKOTA STATE OWNED TOWER SITES
3. Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS
4. Exhibit 4-4. NORTH DAKOTA STATE FCC LICENSE DATABASE
5. Exhibit 4-7. STATE RADIO CHANNEL IDENTIFICATION
6. Exhibit 4-9. STATE HIGHWAY PATROL RADIO CHANNELS
7. Exhibit 4-10. STATE HIGHWAY PATROL FCC LICENSE DATA
8. Exhibit 4-12. DOT RADIO CHANNELS
9. Exhibit 4-13. DOT RADIO LICENSES
10. Exhibit 4-16. DOT TOWER SITE ANTENNA SYSTEM
11. Proposal Evaluation Form
12. Appendix A - Contract Form
13. Appendix B - Contract Bond

CHECKLIST FOR BIDDERS

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Appendixes A and B. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the bidder to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label the sections of the proposal you feel contain confidential information.

Exhibit 4-2. NORTH DAKOTA STATE OWNED TOWER SITES

SITE NO.	SITE	ELEVATION	TOWER HEIGHT	DIRECTION	LATITUDE	LONGITUDE
01	ARNEGARD	2495'	200'	7.5 N	47-54-42	103-27-10
02	BELCOURT	2235'	300'	2.25 NW	48-40-34	099-39-00
03	BISMARCK	1798'	272'	CAP BLDG.	46-49-15	100-46-56
04	BLAISDELL	2435'	300'	5.9 NNE	48-24-47	102-00-54
05	BOTTINEAU	2440'	200'	8.25 N	48-57-08	100-28-07
06	BOWMAN	3310'	300'	6.5 NNE	46-16-25	103-21-02
07	CARRINGTON	2070'	200'	10.6 SW	47-20-40	099-17-29
08	CAYUGA	1712'	300'	10.5 SSW	45-56-14	097-28-41
09	CLEVELAND	1975'	200'	5.75 N	46-56-54	099-06-39
10	COLUMBUS	2535'	300'	12.25 SSE	48-43-02	102-44-59
11	DENHOFF	2100'	200'	1.2 SSE	47-27-39	100-15-00
12	DEVILS LAKE	1735'	300'	9.33 SW	47-59-32	098-55-54
13	DICKINSON	2916'	300'	12.0 SSW	46-43-29	102-54-49
14	DOGDEN BUTTE	2260'	200'	4.5 WSW	47-49-11	100-45-31
15	DRISCOLL	2090'	200'	12.5 NNE	46-59-52	100-05-56
16	FARGO	900'	300'	3.5 WSW	46-51-56	096-55-12
17	FINLEY	1571'	200'	3.25 NNW	47-33-38	097-52-50
18	FORTUNA	2320'	200'	6.25 S	48-49-03	103-46-33
19	GRAND FORKS	827'	300'	4.5 NW	48-00-17	097-06-30
20	HANNAFORD	1495'	200'	1.5 NW	47-19-40	098-12-34
21	HANNOVER	2270'	300'	5.0 N	47-11-09	101-25-41
22	KILLDEER	3080'	200'	10.25 NW	47-30-24	102-53-23
23	LINTON	1988'	180'	3.6 NNW	46-19-37	100-16-39
24	MAYVILLE	972'	85'	0.5 S	47-29-02	097-19-27
25	MERRICOURT	2125'	300'	4.3 W	46-12-50	098-51-10
26	MILTON	1576'	300'	2.60 E	48-37-43	097-59-18

Exhibit 4-2. NORTH DAKOTA STATE OWNED TOWER SITES

SITE NO.	SITE	ELEVATION	TOWER HEIGHT	DIRECTION	LATITUDE	LONGITUDE
27	MINOT	1769'	300'	3.0 SSW	48-10-51	101-18-56
28	MOTT	2859'	200'	12.5 SW	46-14-48	102-33-21
29	NEW SALEM	2372'	200'	4.0 S	46-47-06	101-24-30
30	PETERSBURG	1575'	200'	3.20 ESE	48-00-13	097-56-06
31	RALEIGH	2460'	200'	3.0 SSE	46-18-51	101-17-51
32	RYDER	2180'	300'	4.5 ENE	47-56-28	101-34-14
33	SENTINEL BUTTE	3421'	200'	3.5 SSW	46-52-35	103--50-49
34	TIOGA	2522'	300'	6.25 SSE	48-18-16	102-55-56
35	TROTTERS CREEK	2511'	60'	14.5 N	47-31-51	103-51-30
36	VALLEY CITY	1532'	300'	4.5 ESE	46-54-33	097-53-36
37	WAHPETON	960'	122'	0.9 W	46-15-54	096-38-08
38	WILLISTON	2330'	300'	9.0 ESE	48-06-50	103-26-24
39	WISHEK	2287'	200'	8.5 W	46-15-18	099-44-20
40	WALES	1568	82		48-35-50	098-36-08

Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS

SITE	SITE NAME	SITE USERS
01	ARNEGARD	DOT CHAN. 1
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
02	BELCOURT	DOT CHAN. 1
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
03	BISMARCK	DOT CHAN. 2
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
04	BLAISDELL	DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
05	BOTTINEAU	DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
06	BOWMAN	DOT CHAN. 3

Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS

SITE	SITE NAME	SITE USERS
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
07	CARRINGTON	RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
08	CAYUGA	DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
09	CLEVELAND	DOT CHAN. 3
		RADIO CHAN. SRMD?
10	COLUMBUS	DOT CHAN. 1
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
11	DENHOFF	DOT CHAN. 2
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
12	DEVILS LAKE	RADIO CHAN. 1
		RADIO CHAN. 2

Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS

SITE	SITE NAME	SITE USERS
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
13	DICKINSON	DOT CHAN. 3
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
14	DOGDEN BUTTE	DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
15	DRISCOLL	DOT CHAN. 2
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
16	FARGO	DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
17	FINLEY	DOT CHAN. 1

Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS

SITE	SITE NAME	SITE USERS
		DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
18	FORTUNA	DOT CHAN. 1
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
19	GRAND FORKS	DOT CHAN. 4
		RADIO CHAN. SRMD?
20	HANNAFORD	DOT CHAN. 3
21	HANNOVER	DOT CHAN. 2
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
22	KILLDEER	DOT CHAN. 3
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
23	LINTON	DOT CHAN. 2
		RADIO CHAN. 1

Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS

SITE	SITE NAME	SITE USERS
		RADIO CHAN. 2
		RADIO CHAN. 3
24	MAYVILLE	DOT CHAN. 4
25	MERRICOURT	DOT CHAN. 3
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
26	MILTON	DOT CHAN. 2
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
27	MINOT	DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
28	MOTT	DOT CHAN. 3
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
29	NEW SALEM	DOT CHAN. 2
		RADIO CHAN. 1

Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS

SITE	SITE NAME	SITE USERS
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
30	PETERSBURG	DOT CHAN. 2
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
31	RALEIGH	DOT CHAN. 2
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
32	RYDER	DOT CHAN. 4
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
33	SENTINEL BUTTE	DOT CHAN. 3
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
34	TIOGA	DOT CHAN. 1
		RADIO CHAN. 1
		RADIO CHAN. 2

Exhibit 4-3. NORTH DAKOTA RADIO SITE USERS

SITE	SITE NAME	SITE USERS
		RADIO CHAN. 3
35	TROTTERS CREEK	DOT CHAN. 1
36	VALLEY CITY	DOT CHAN. 3
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
37	WAHPETON	DOT CHAN. 4
38	WILLISTON	DOT CHAN. 1
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3
		RADIO CHAN. SRMD?
39	WISHEK	DOT CHAN. 3
		RADIO CHAN. 1
		RADIO CHAN. 2
		RADIO CHAN. 3

Exhibit 4-4 NORTH DAKOTA STATE FCC LICENSE DATABASE

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KWI834	PP	SR1T	154.93500	01	47-54-42	103-27-02	MC KENZIE	ARNEGARD	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	01	47-54-42	103-27-02	MC KENZIE	ARNEGARD	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	01	47-54-42	103-27-02	MC KENZIE	ARNEGARD	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	02	48-40-34	99-39-01	ROLETTE	MYLO	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	02	48-40-34	99-39-01	ROLETTE	MYLO	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	02	48-40-34	99-39-01	ROLETTE	MYLO	FB2	1	ND - State Radio Com.
KWI834	PP	HPMO	156.03000	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
WPLS228	PP	SRMD1	465.27500	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	MO	600	ND - State Radio Com.
WPLS228	PP	SRMD1T	460.27500	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
WPLS228	PP	SRMD2	465.30000	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	MO	600	ND - State Radio Com.
WPLS228	PP	SRMD2T	460.30000	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
WPLS228	PP	SRMD3	465.37500	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	MO	600	ND - State Radio Com.
WPLS228	PP	SRMD3T	460.37500	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
WPLS228	PP	SRMD4	465.55000	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	MO	600	ND - State Radio Com.
WPLS228	PP	SRMD4T	460.55000	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KVF570	PL		154.99500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB	1	ND - State Radio Com.
KNBH861	PP		453.10000	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	MO	10	ND - State Radio Com.
KVF570	PL		154.99500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	MO	20	ND - State Radio Com.
KVF570	PL		155.92500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	MO	20	ND - State Radio Com.
KNBH861	PP		453.10000	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
KVF570	PL		154.99500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB2	1	ND - State Radio Com.
KNBH861	PP		458.10000	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	MO	10	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	04	48-24-47	102-00-49	MOUNTRAIL	BLAISDELL	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	04	48-24-47	102-00-49	MOUNTRAIL	BLAISDELL	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	04	48-24-47	102-00-49	MOUNTRAIL	BLAISDELL	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	05	48-57-08	100-28-07	BOTTINEAU	BOTTINEAU	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	05	48-57-08	100-28-07	BOTTINEAU	BOTTINEAU	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	154.47500	05	48-57-08	100-28-07	BOTTINEAU	BOTTINEAU	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	06	46-16-26	103-21-08	BOWMAN	BOWMAN	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	06	46-16-26	103-21-08	BOWMAN	BOWMAN	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	06	46-16-26	103-21-08	BOWMAN	BOWMAN	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	07	47-20-	99-17-29	WELLS	CARRINGTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	07	47-20-40	99-17-29	WELLS	CARRINGTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	07	47-20-40	99-17-29	WELLS	CARRINGTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	08	45-56-17	97-28-30	SARGENT	CAYUGA	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	08	45-56-17	97-28-30	SARGENT	CAYUGA	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KWI834	PP	SR3	155.47500	08	45-56-17	97-28-30	SARGENT	CAYUGA	FB2	1	ND - State Radio Com.
WPLS248	PP	SRMD1	465.27500	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	MO	600	ND - State Radio Com.
WPLS248	PP	SRMD1T	460.27500	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	FB2	1	ND - State Radio Com.
WPLS248	PP	SRMD2	465.30000	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	MO	600	ND - State Radio Com.
WPLS248	PP	SRMD2T	460.30000	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	FB2	1	ND - State Radio Com.
WPLS248	PP	SRMD3	465.37500	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	MO	600	ND - State Radio Com.
WPLS248	PP	SRMD3T	460.37500	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	FB2	1	ND - State Radio Com.
WPLS248	PP	SRMD4	465.55000	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	MO	600	ND - State Radio Com.
WPLS248	PP	SRMD4T	460.55000	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	10	48-43-00	102-45-02	BURKE	COLUMBUS	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	10	48-43-00	102-45-02	BURKE	COLUMBUS	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	10	48-43-00	102-45-02	BURKE	COLUMBUS	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	11	47-27-46	100-15-00	SHERIDAN	DENHOFF	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	11	47-27-46	100-15-00	SHERIDAN	DENHOFF	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	11	47-27-46	100-15-00	SHERIDAN	DENHOFF	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	12	47-59-32	98-56-54	RAMSEY	DEVILS LAKE	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	12	47-59-32	98-56-54	RAMSEY	DEVILS LAKE	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	12	47-59-32	98-56-54	RAMSEY	DEVILS LAKE	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	13	46-43-27	102-54-47	STARK	DICKINSON	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	13	46-43-27	102-54-47	STARK	DICKINSON	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	13	46-43-27	102-54-47	STARK	DICKINSON	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
WPLT812	PP	SRMD1	465.27500	13	46-43-29	102-54-49	STARK	DICKINSON	MO	600	ND - State Radio Com.
WPLT812	PP	SRMD1T	460.27500	13	46-43-29	102-54-49	STARK	DICKINSON	FB2	1	ND - State Radio Com.
WPLT812	PP	SRMD2	465.30000	13	46-43-29	102-54-49	STARK	DICKINSON	MO	600	ND - State Radio Com.
WPLT812	PP	SRMD2T	460.30000	13	46-43-29	102-54-49	STARK	DICKINSON	FB2	1	ND - State Radio Com.
WPLT812	PP	SRMD3	465.37500	13	46-43-29	102-54-49	STARK	DICKINSON	MO	600	ND - State Radio Com.
WPLT812	PP	SRMD3T	460.37500	13	46-43-29	102-54-49	STARK	DICKINSON	FB2	1	ND - State Radio Com.
WPLT812	PP	SRMD4	465.55000	13	46-43-29	102-54-49	STARK	DICKINSON	MO	600	ND - State Radio Com.
WPLT812	PP	SRMD4T	460.55000	13	46-43-29	102-54-49	STARK	DICKINSON	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	14	47-49-05	100-45-29	MC LEAN	BUTTE	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	14	47-49-05	100-45-29	MC LEAN	BUTTE	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	14	47-49-05	100-45-29	MC LEAN	BUTTE	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	15	46-59-50	100-06-02	KIDDER	DRISCOLL	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	15	46-59-50	100-06-02	KIDDER	DRISCOLL	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	15	46-59-50	100-06-02	KIDDER	DRISCOLL	FB2	1	ND - State Radio Com.
WPLS245	PP	SRMD1	465.27500	15	46-59-52	100-05-56	KIDDER	DRISCOLL	MO	600	ND - State Radio Com.
WPLS245	PP	SRMD1T	460.27500	15	46-59-52	100-05-56	KIDDER	DRISCOLL	FB2	1	ND - State Radio Com.
WPLS245	PP	SRMD2	465.30000	15	46-59-52	100-05-56	KIDDER	DRISCOLL	MO	600	ND - State Radio Com.
WPLS245	PP	SRMD2T	460.30000	15	46-59-52	100-05-56	KIDDER	DRISCOLL	FB2	1	ND - State Radio Com.
WPLS245	PP	SRMD3	465.37500	15	46-59-52	100-05-56	KIDDER	DRISCOLL	MO	600	ND - State Radio Com.
WPLS245	PP	SRMD3T	460.37500	15	46-59-52	100-05-56	KIDDER	DRISCOLL	FB2	1	ND - State Radio Com.
WPLS245	PP	SRMD4	465.55000	15	46-59-52	100-05-56	KIDDER	DRISCOLL	MO	600	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
WPLS245	PP	SRMD4T	460.55000	15	46-59-52	100-05-56	KIDDER	DRISCOLL	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	16	46-51-58	96-55-19	CASS	WEST FARGO	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	16	46-51-58	96-55-19	CASS	WEST FARGO	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	16	46-51-58	96-55-19	CASS	WEST FARGO	FB2	1	ND - State Radio Com.
WPLS247	PP	SRMD1	465.27500	16	46-51-56	96-55-12	CASS	FARGO	MO	600	ND - State Radio Com.
WPLS247	PP	SRMD1T	460.27500	16	46-51-56	96-55-12	CASS	FARGO	FB2	1	ND - State Radio Com.
WPLS247	PP	SRMD2	465.30000	16	46-51-56	96-55-12	CASS	FARGO	MO	600	ND - State Radio Com.
WPLS247	PP	SRMD2T	460.30000	16	46-51-56	96-55-12	CASS	FARGO	FB2	1	ND - State Radio Com.
WPLS247	PP	SRMD3	465.37500	16	46-51-56	96-55-12	CASS	FARGO	MO	600	ND - State Radio Com.
WPLS247	PP	SRMD3T	460.37500	16	46-51-56	96-55-12	CASS	FARGO	FB2	1	ND - State Radio Com.
WPLS247	PP	SRMD4	465.55000	16	46-51-56	96-55-12	CASS	FARGO	MO	600	ND - State Radio Com.
WPLS247	PP	SRMD4T	460.55000	16	46-51-56	96-55-12	CASS	FARGO	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	17	47-33-38	97-52-50	STEELE	FINLEY	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	17	47-33-38	97-52-50	STEELE	FINLEY	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	17	47-33-38	97-52-50	STEELE	FINLEY	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	18	48-49-03	103-46-31	DIVIDE	FORTUNA	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	18	48-49-03	103-46-31	DIVIDE	FORTUNA	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	18	48-49-03	103-46-31	DIVIDE	FORTUNA	FB2	1	ND - State Radio Com.
WPLU726	PP	SRMD1	465.27500	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	MO	600	ND - State Radio Com.
WPLU726	PP	SRMD1T	460.27500	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	FB2	1	ND - State Radio Com.
WPLU726	PP	SRMD2	465.30000	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	MO	600	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
WPLU726	PP	SRMD2T	460.30000	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	FB2	1	ND - State Radio Com.
WPLU726	PP	SRMD3	465.37500	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	MO	600	ND - State Radio Com.
WPLU726	PP	SRMD3T	460.37500	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	FB2	1	ND - State Radio Com.
WPLU726	PP	SRMD4	465.55000	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	MO	600	ND - State Radio Com.
WPLU726	PP	SRMD4T	460.55000	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	21	47-11-08	101-25-46	OLIVER	HANOVER	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	21	47-11-08	101-25-46	OLIVER	HANOVER	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	21	47-11-08	101-25-46	OLIVER	HANOVER	FB2	1	ND - State Radio Com.
WPLR424	PP	SRMD1	465.27500	21	47-11-09	101-25-41	OLIVER	HANNOVER	MO	600	ND - State Radio Com.
WPLR424	PP	SRMD1T	460.27500	21	47-11-09	101-25-41	OLIVER	HANNOVER	FB2	1	ND - State Radio Com.
WPLR424	PP	SRMD2	465.30000	21	47-11-09	101-25-41	OLIVER	HANNOVER	MO	600	ND - State Radio Com.
WPLR424	PP	SRMD2T	460.30000	21	47-11-09	101-25-41	OLIVER	HANNOVER	FB2	1	ND - State Radio Com.
WPLR424	PP	SRMD3	465.37500	21	47-11-09	101-25-41	OLIVER	HANNOVER	MO	600	ND - State Radio Com.
WPLR424	PP	SRMD3T	460.37500	21	47-11-09	101-25-41	OLIVER	HANNOVER	FB2	1	ND - State Radio Com.
WPLR424	PP	SRMD4	465.55000	21	47-11-09	101-25-41	OLIVER	HANNOVER	MO	600	ND - State Radio Com.
WPLR424	PP	SRMD4T	460.55000	21	47-11-09	101-25-41	OLIVER	HANNOVER	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	22	47-30-22	102-53-15	DUNN	KILLDEER	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	22	47-30-22	102-53-15	DUNN	KILLDEER	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	22	47-30-22	102-53-15	DUNN	KILLDEER	FB2	1	ND - State Radio Com.
WPKC861	PP	SR1T	154.93500	23	46-19-37	100-16-39	EMMONS	LINTON	FB2	1	ND - State Radio Com.
WPKC861	PP	SR2T	154.90500	23	46-19-37	100-16-39	EMMONS	LINTON	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
WPKC861	PP	SR3	155.47500	23	46-19-37	100-16-39	EMMONS	LINTON	FB	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	25	46-12-50	98-51-10	DICKEY	MERRICOURT	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	25	46-12-50	98-51-10	DICKEY	MERRICOURT	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	25	46-12-50	98-51-10	DICKEY	MERRICOURT	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	26	48-37-40	97-59-24	CAVALIER	MILTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	26	48-37-40	97-59-24	CAVALIER	MILTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	26	48-37-40	97-59-24	CAVALIER	MILTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	27	48-11-10	101-18-05	WARD	MINOT	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	27	48-11-10	101-18-05	WARD	MINOT	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	27	48-11-10	101-18-05	WARD	MINOT	FB2	1	ND - State Radio Com.
WPLY335	PP	SRMD1	465.27500	27	48-10-51	101-18-56	WARD	MINOT	MO	600	ND - State Radio Com.
WPLY335	PP	SRMD1T	460.27500	27	48-10-51	101-18-56	WARD	MINOT	FB2	1	ND - State Radio Com.
WPLY335	PP	SRMD2	465.30000	27	48-10-51	101-18-56	WARD	MINOT	MO	600	ND - State Radio Com.
WPLY335	PP	SRMD2T	460.30000	27	48-10-51	101-18-56	WARD	MINOT	FB2	1	ND - State Radio Com.
WPLY335	PP	SRMD3	465.37500	27	48-10-51	101-18-56	WARD	MINOT	MO	600	ND - State Radio Com.
WPLY335	PP	SRMD3T	460.37500	27	48-10-51	101-18-56	WARD	MINOT	FB2	1	ND - State Radio Com.
WPLY335	PP	SRMD4	465.55000	27	48-10-51	101-18-56	WARD	MINOT	MO	600	ND - State Radio Com.
WPLY335	PP	SRMD4T	460.55000	27	48-10-51	101-18-56	WARD	MINOT	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	28	46-14-43	102-33-15	ADAMS	MOTT	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	28	46-14-43	102-33-15	ADAMS	MOTT	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	28	46-14-43	102-33-15	ADAMS	MOTT	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KWI834	PP	SR1T	154.93500	29	46-46-58	101-24-13	MORTON	NEW SALEM	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	29	46-46-58	101-24-13	MORTON	NEW SALEM	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	29	46-46-58	101-24-13	MORTON	NEW SALEM	FB2	1	ND - State Radio Com.
WPLS230	PP	SRMD1	465.27500	29	46-47-05	101-24-30	MORTON	NEW SALEM	MO	600	ND - State Radio Com.
WPLS230	PP	SRMD1T	460.27500	29	46-47-05	101-24-30	MORTON	NEW SALEM	FB2	1	ND - State Radio Com.
WPLS230	PP	SRMD2	465.30000	29	46-47-05	101-24-30	MORTON	NEW SALEM	MO	600	ND - State Radio Com.
WPLS230	PP	SRMD2T	460.30000	29	46-47-05	101-24-30	MORTON	NEW SALEM	FB2	1	ND - State Radio Com.
WPLS230	PP	SRMD3	465.37500	29	46-47-05	101-24-30	MORTON	NEW SALEM	MO	600	ND - State Radio Com.
WPLS230	PP	SRMD3T	460.37500	29	46-47-05	101-24-30	MORTON	NEW SALEM	FB2	1	ND - State Radio Com.
WPLS230	PP	SRMD4	465.55000	29	46-47-05	101-24-30	MORTON	NEW SALEM	MO	600	ND - State Radio Com.
WPLS230	PP	SRMD4T	460.55000	29	46-47-05	101-24-30	MORTON	NEW SALEM	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	30	48-00-16	97-55-60	NELSON	PETERSBURG	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	30	48-00-16	97-55-60	NELSON	PETERSBURG	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	30	48-00-16	97-55-60	NELSON	PETERSBURG	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	31	46-18-51	101-17-52	GRANT	RALEIGH	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	31	46-18-51	101-17-52	GRANT	RALEIGH	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	31	46-18-51	101-17-52	GRANT	RALEIGH	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	32	47-56-20	101-34-10	WARD	RYDER	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	32	47-56-20	101-34-10	WARD	RYDER	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	32	47-56-20	101-34-10	WARD	RYDER	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	33	46-52-35	103-50-58	GOLDEN VALLEY	SENTINEL BUTTE	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KWI834	PP	SR2T	154.90500	33	46-52-35	103-50-58	GOLDEN VALLEY	SENTINEL BUTTE	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	33	46-52-35	103-50-58	GOLDEN VALLEY	SENTINEL BUTTE	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	34	48-18-18	102-55-30	WILLIAMS	TIOGA	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	34	48-18-18	102-55-30	WILLIAMS	TIOGA	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	34	48-18-18	102-55-30	WILLIAMS	TIOGA	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - State Radio Com.
WPLS215	PP	SRMD1	465.27500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	MO	600	ND - State Radio Com.
WPLS215	PP	SRMD1T	460.27500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - State Radio Com.
WPLS215	PP	SRMD2	465.30000	36	46-54-33	97-53-36	BARNES	VALLEY CITY	MO	600	ND - State Radio Com.
WPLS215	PP	SRMD2T	460.30000	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - State Radio Com.
WPLS215	PP	SRMD3	465.37500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	MO	600	ND - State Radio Com.
WPLS215	PP	SRMD3T	460.37500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - State Radio Com.
WPLS215	PP	SRMD4	465.55000	36	46-54-33	97-53-36	BARNES	VALLEY CITY	MO	600	ND - State Radio Com.
WPLS215	PP	SRMD4T	460.55000	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	38	48-06-50	103-26-25	WILLIAMS	WILLISTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	38	48-06-50	103-26-25	WILLIAMS	WILLISTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	38	48-06-50	103-26-25	WILLIAMS	WILLISTON	FB2	1	ND - State Radio Com.
WPKA661	PP	SRMD1	465.27500	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	MO	600	ND - State Radio Com.
WPKA661	PP	SRMD1T	460.27500	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
WPMA661	PP	SRMD2	465.30000	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	MO	600	ND - State Radio Com.
WPMA661	PP	SRMD2T	460.30000	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	FB2	1	ND - State Radio Com.
WPMA661	PP	SRMD3	465.37500	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	MO	600	ND - State Radio Com.
WPMA661	PP	SRMD3T	460.37500	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	FB2	1	ND - State Radio Com.
WPMA661	PP	SRMD4	465.55000	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	MO	600	ND - State Radio Com.
WPMA661	PP	SRMD4T	460.55000	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	FB2	1	ND - State Radio Com.
KWI834	PP	SR1T	154.93500	39	46-15-18	99-44-21	MC INTOSH	WISHEK	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500	39	46-15-18	99-44-21	MC INTOSH	WISHEK	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500	39	46-15-18	99-44-21	MC INTOSH	WISHEK	FB2	1	ND - State Radio Com.
KV6131	PF	COMF	154.29500		00-00-00	00-00-00	STATEWIDE		MO	1000	ND - State Radio Com.
WPJY529	PL	COMP	158.95500		48-48-14	102-14-43	BURKE	BOWBELLS	FB2	1	ND - State Radio Com.
WPFT878	PL	COMP	158.95500		46-06-00	98-31-60	DICKEY	ELLENDAL	FB2	1	ND - State Radio Com.
WPFT870	PL	COMP	158.95500		46-07-30	98-07-30	DICKEY	OAKES	FB2	1	ND - State Radio Com.
KNNU490	PL	COMP	158.95500		47-26-53	98-07-39	GRIGGS	COOPERSTOWN	FB2	1	ND - State Radio Com.
WPFT862	PL	COMP	158.95500		46-31-60	98-52-60	LA MOURE	JUD	FB2	1	ND - State Radio Com.
WPAX232	PL	COMP	158.95500		46-21-30	98-20-17	LA MOURE	LA MOURE	FB2	1	ND - State Radio Com.
WPGA774	PL	COMP	158.95500		46-07-35	99-04-23	LOGAN	GACKLE	FB2	1	ND - State Radio Com.
WPGY965	PL	COMP	158.95500		46-30-05	99-46-27	LOGAN	NAPOLEON	FB2	1	ND - State Radio Com.
WPEC582	PL	COMP	158.95500		48-03-00	100-55-52	MC HENRY	VELVA	FB2	1	ND - State Radio Com.
WPFT874	PL	COMP	158.95500		46-02-21	99-22-19	MC INTOSH	ASHLEY	FB2	1	ND - State Radio Com.
WPGG542	PL	COMP	158.95500		48-01-25	98-07-15	NELSON	MICHIGAN	FB2	1	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
WPEC581	PL	COMP	158.95500		46-26-14	97-40-01	RANSOM	LISBON	FB2	1	ND - State Radio Com.
KD49878	PL	COMP	158.95500		00-00-00	00-00-00	STATEWIDE		MO	5000	ND - State Radio Com.
KSJ367	PL	COMP	158.95500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
WPAB303	PL	COMP	158.95500		47-46-00	99-55-50	WELLS	HARVEY	FB2	1	ND - State Radio Com.
KO5210	PP	COMS	154.86000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KSJ367	PP	EMD1	154.08500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KSJ367	PP	HPMO	156.03000		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KO5210	PP	HPMO	156.03000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	HPMR1	458.45000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	HPMR1T	453.45000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	HPMR2	458.15000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	HPMR2T	453.15000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	SR1R	155.43000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KSJ367	PP	SR1R	155.43000		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KWI834	PP	SR1T	154.93500		46-16-00	96-37-60	RICHLAND	WAHPETON	FB2	1	ND - State Radio Com.
KTX689	PP	SR1T	154.93500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KTX689	PP	SR1T	154.93500		00-00-00	00-00-00	STATEWIDE		FBT	3	ND - State Radio Com.
KSJ367	PP	SR1T	154.93500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KWI834	PP	SR1T	154.93500		46-56-51	98-06-45	STUTSMAN	CLEVELAND	FB2	1	ND - State Radio Com.
KO5210	PP	SR2R	155.50500		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KSJ367	PP	SR2R	155.50500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KWI834	PP	SR2T	154.90500		48-00-26	97-06-27	GRAND FORKS	GRAND FORKS	FB2	1	ND - State Radio Com.
KWI834	PP	SR2T	154.90500		46-16-00	96-37-60	RICHLAND	WAHPETON	FB2	1	ND - State Radio Com.
KSJ367	PP	SR2T	154.90500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KWI834	PP	SR2T	154.90500		46-56-51	98-06-45	STUTSMAN	CLEVELAND	FB2	1	ND - State Radio Com.
KWI834	PP	SR3	155.47500		46-16-00	96-37-60	RICHLAND	WAHPETON	FB2	1	ND - State Radio Com.
KSJ367	PP	SR3	155.47500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KTX689	PP	SR3	155.47500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.
KTX689	PP	SR3	155.47500		00-00-00	00-00-00	STATEWIDE		FBT	3	ND - State Radio Com.
KO5210	PP	SR3	155.47500		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KWI834	PP	SR3	155.47500		46-56-51	98-06-45	STUTSMAN	CLEVELAND	FB2	1	ND - State Radio Com.
WPLT558	PP	SRMD1	465.27500		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	MO	600	ND - State Radio Com.
WPLT558	PP	SRMD1T	460.27500		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	FB2	1	ND - State Radio Com.
WPLT558	PP	SRMD2	465.30000		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	MO	600	ND - State Radio Com.
WPLT558	PP	SRMD2T	460.30000		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	FB2	1	ND - State Radio Com.
WPLT558	PP	SRMD3	465.37500		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	MO	600	ND - State Radio Com.
WPLT558	PP	SRMD3T	460.37500		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	FB2	1	ND - State Radio Com.
WPLT558	PP	SRMD4	465.55000		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	MO	600	ND - State Radio Com.
WPLT558	PP	SRMD4T	460.55000		46-50-05	98-41-30	STUTSMAN	JAMESTOWN	FB2	1	ND - State Radio Com.
KO5210	PP	SRSP1R	159.21000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	SRSP1T	154.69500		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KSJ367	PP	SRSP1T	154.69500		00-00-00	00-00-00	STATEWIDE		FB2T	3	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KO5210	PP	SRSP2	154.68000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	SRSP3	154.77000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KO5210	PP	SRSP4	158.91000		00-00-00	00-00-00	STATEWIDE		MO	3000	ND - State Radio Com.
KNDP891	PL		154.96500		48-58-42	100-19-50	BOTTINEAU	BOTTINEAU	FB	1	ND - State Radio Com.
KQZ673	PL		154.96500		47-56-15	97-29-40	GRAND FORKS	ARVILLA	FB	1	ND - State Radio Com.
KEQ905	PL		154.96500		46-24-03	99-37-09	LOGAN	BURNSTAD	FB	1	ND - State Radio Com.
KCQ962	PL		154.96500		47-37-20	101-24-53	MC LEAN	GARRISON	FB	1	ND - State Radio Com.
KCQ280	PL		154.96500		47-31-10	101-27-08	MC LEAN	RIVERDALE	FB	1	ND - State Radio Com.
KYX207	PL		154.96500		46-46-28	100-51-14	MORTON	MANDAN	FB	1	ND - State Radio Com.
KYX208	PL		154.96500		46-46-30	100-51-25	MORTON	MANDAN	FB2	1	ND - State Radio Com.
WBG509	PL		155.98500		46-46-28	100-51-14	MORTON	MANDAN	FX1	1	ND - State Radio Com.
KNDP892	PL		154.96500		48-46-25	97-44-37	PEMBINA	CAVALIER	FB	1	ND - State Radio Com.
WNRV937	PL		154.96500		48-02-45	99-03-40	RAMSEY	DEVILS LAKE	FB2	1	ND - State Radio Com.
WNRV937	PL		155.98500		48-02-45	99-03-40	RAMSEY	DEVILS LAKE	MO	50	ND - State Radio Com.
KEQ928	PL		154.96500		46-32-50	97-55-57	RANSOM	FORT RANSOM	FB	1	ND - State Radio Com.
KAD823	PP		42.38000		00-00-00	00-00-00	STATEWIDE		FBT	3	ND - State Radio Com.
KA6873	PP		42.38000		00-00-00	00-00-00	STATEWIDE		MO	500	ND - State Radio Com.
KW2478	PL		155.98500		00-00-00	00-00-00	STATEWIDE		MO	125	ND - State Radio Com.
KW2478	PL		154.96500		00-00-00	00-00-00	STATEWIDE		MO	125	ND - State Radio Com.
KAD823	PP		42.56000		00-00-00	00-00-00	STATEWIDE		FBT	3	ND - State Radio Com.
KA6873	PP		42.56000		00-00-00	00-00-00	STATEWIDE		MO	500	ND - State Radio Com.

CALL SIGN	SER	CHAN.	FREQ.	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
	.										
KA6873	PP		42.26000		00-00-00	00-00-00	STATEWIDE		MO	500	ND - State Radio Com.
KNCS603	PL		154.96500		48-07-40	103-14-50	WILLIAMS	EPPING	FB	1	ND - State Radio Com.

Exhibit 4-7. STATE RADIO CHANNEL IDENTIFICATION

CHANNEL IDENTIFICATION	CHANNEL DESCRIPTION	FUNCTION	FREQUENCY (MHz)
SR1R	STATE RADIO CHANNEL 1	RECEIVE	155.43000
SR1T	STATE RADIO CHANNEL 1	TRANSMIT	154.93500
SR2R	STATE RADIO CHANNEL 2	RECEIVE	155.50500
SR2T	STATE RADIO CHANNEL 2	TRANSMIT	154.90500
SR3	STATEWIDE POLICE EMERGENCY	SIMPLEX T&R	155.47500
COMF	STATEWIDE FIRE EMERGENCY	SIMPLEX T&R	154.29500
COMP	PAGING EXTENDER CHANNEL	TRANSMIT	158.95500
COMS	STATEWIDE SHERIFF CHANNEL	SIMPLEX T&R	154.8600
SRSPIT	SPECIAL USE CHANNEL 1	TRANSMIT	154.69500
SRSP1R	SPECIAL USE CHANNEL 1	RECEIVE	159.21000
SRSP2	SPECIAL USE CHANNEL 2	SIMPLEX T&R	154.68000
SRSP3	SPECIAL USE CHANNEL 3	SIMPLEX T&R	154.77000
SRSP4	SPECIAL USE CHANNEL 4	SIMPLEX T&R	158.91000
SRMD1T	SR MOBILE DATA CHANNEL 1	TRANSMIT	460.27500
SRMD2T	SR MOBILE DATA CHANNEL 2	TRANSMIT	460.30000
SRMD3T	SR MOBILE DATA CHANNEL 3	TRANSMIT	460.37500
SRMD4T	SR MOBILE DATA CHANNEL 4	TRANSMIT	460.55000
SRMD1R	SR MOBILE DATA CHANNEL 1	RECEIVE	465.27500
SRMD1R	SR MOBILE DATA CHANNEL 2	RECEIVE	465.30000
SRMD1R	SR MOBILE DATA CHANNEL 3	RECEIVE	465.37500
SRMD1R	SR MOBILE DATA CHANNEL 4	RECEIVE	465.55000

Exhibit 4-9. STATE HIGHWAY PATROL RADIO CHANNELS

CHANNEL ID	CHANNEL DESCRIPTION	FUNCTION	FREQUENCY (MHz)
HP1R	SAME AS SR1T	RECEIVE	154.93500
HP1T	SAME AS SR1R	TRANSMIT	155.43000
HP2R	SAME AS SR2T	RECEIVE	154.90500
HP2T	SAME AS SR2R	TRANSMIT	155.50500
HP3	STATEWIDE POLICE CHANNEL	SIMPLEX T&R	155.37000
HPMO	MOBILE-TO-MOBILE	SIMPLEX T&R	156.03000
HPMR1T	VEHICULAR REPEATER 1	TRANSMIT	453.45000
HPMR1R	VEHICULAR REPEATER 1	RECEIVE	458.45000
HPMR2T	VEHICULAR REPEATER 2	TRANSMIT	453.15000
HPMR2R	VEHICULAR REPEATER 2	RECEIVE	458.15000

EXHIBIT 4-10. STATE HIGHWAY PATROL FCC LICENSE DATA

CALL SIGN	SER.	CHAN.	FREQ. (MHz)	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KAA657	PP	HP3	155.37000		46-10-48	103-24-25	BOWMAN	BOWMAN	FB	1	ND - Highway Patrol
KAO314	PP	HP3	155.37000		48-08-27	103-43-30	WILLIAMS	WILLISTON	FB	1	ND - Highway Patrol
KAO313	PP	HP3	155.37000		48-12-48	101-16-06	WARD	MINOT	FB	1	ND - Highway Patrol
KCR312	PP	HP3	155.37000		46-52-35	96-59-25	CASS	FARGO	FB	1	ND - Highway Patrol
WPKG723	PP	HP3	155.37000		47-37-42	97-04-52	TRAILL	BUXTON	FB	1	ND - Highway Patrol
KAA671	PP	HP3	155.37000		46-01-45	100-04-02	EMMONS	HAGUE	FB	1	ND - Highway Patrol
WPKG723	PP	HP3	155.37000		47-37-42	97-04-45	TRAILL	BUXTON	FB	1	ND - Highway Patrol
KCR325	PP	HP3	155.37000		46-55-57	104-01-37	GOLDEN VALLEY	BEACH	FB	1	ND - Highway Patrol
KAA672	PP	HP3	155.37000		46-17-16	96-49-56	RICHLAND	MOORETON	FB	1	ND - Highway Patrol
KAO310	PP	HP3	155.37000		48-48-30	97-14-08	PEMBINA	JOLIETTE	FB	1	ND - Highway Patrol
KCR312	PP	SR1R	155.43000		46-52-35	96-59-25	CASS	FARGO	FB	1	ND - Highway Patrol
KAA671	PP	SR1R	155.43000		46-01-45	100-04-02	EMMONS	HAGUE	FB	1	ND - Highway Patrol
KCR325	PP	SR1R	155.43000		46-55-57	104-01-37	GOLDEN VALLEY	BEACH	FB	1	ND - Highway Patrol
KAO310	PP	SR1R	155.43000		48-48-30	97-14-08	PEMBINA	JOLIETTE	FB	1	ND - Highway Patrol
KAA672	PP	SR1R	155.43000		46-17-16	96-49-56	RICHLAND	MOORETON	FB	1	ND - Highway Patrol
KAO313	PP	SR1R	155.43000		48-12-48	101-16-06	WARD	MINOT	FB	1	ND - Highway Patrol
KAA657	PP	SR1R	155.43000		46-10-48	103-24-25	BOWMAN	BOWMAN	FB	1	ND - Highway Patrol
KAO314	PP	SR1R	155.43000		48-08-27	103-43-30	WILLIAMS	WILLISTON	FB	1	ND - Highway Patrol
WPKG723	PP	SR1R	155.43000		47-37-42	97-04-45	TRAILL	BUXTON	FB	1	ND - Highway Patrol
WPKG723	PP	SR1R	155.43000		47-37-42	97-04-52	TRAILL	BUXTON	FB	1	ND - Highway Patrol
WPKG723	PP	SR3	155.47500		47-37-42	97-04-52	TRAILL	BUXTON	FB	1	ND - Highway Patrol
WPKG723	PP	SR3	155.47500		47-37-42	97-04-45	TRAILL	BUXTON	FB	1	ND - Highway Patrol
KAO310	PP	SR2R	155.50500		48-48-30	97-14-08	PEMBINA	JOLIETTE	FB	1	ND - Highway Patrol
WPKG723	PP	SR2R	155.50500		47-37-42	97-04-45	TRAILL	BUXTON	FB	1	ND - Highway Patrol

CALL SIGN	SER.	CHAN .	FREQ. (MHz)	SIT E	LAT.	LONG.	COUNTY	CITY	TYP E	QUAN.	LICENSEE
KAA671	PP	SR2R	155.50500		46-01-45	100-04-02	EMMONS	HAGUE	FB	1	ND - Highway Patrol
WPKG723	PP	SR2R	155.50500		47-37-42	97-04-52	TRAILL	BUXTON	FB	1	ND - Highway Patrol
KCR325	PP	SR2R	155.50500		46-55-57	104-01-37	GOLDEN VALLEY	BEACH	FB	1	ND - Highway Patrol
KCR312	PP	SR2R	155.50500		46-52-35	96-59-25	CASS	FARGO	FB	1	ND - Highway Patrol
KAO313	PP	SR2R	155.50500		48-12-48	101-16-06	WARD	MINOT	FB	1	ND - Highway Patrol
KAA657	PP	SR2R	155.50500		46-10-48	103-24-25	BOWMAN	BOWMAN	FB	1	ND - Highway Patrol
KAO314	PP	SR2R	155.50500		48-08-27	103-43-30	WILLIAMS	WILLISTON	FB	1	ND - Highway Patrol
KAA672	PP	SR2R	155.50500		46-17-16	96-49-56	RICHLAND	MOORETON	FB	1	ND - Highway Patrol
WPKG723	PP	HPM O	156.03000		47-37-42	97-04-52	TRAILL	BUXTON	FB	1	ND - Highway Patrol
WPKG723	PP	HPM O	156.03000		47-37-42	97-04-45	TRAILL	BUXTON	FB	1	ND - Highway Patrol

Exhibit 4-12. DOT RADIO CHANNELS

CHANNEL ID	CHANNEL DESCRIPTION	FUNCTION	FREQUENCY (MHz)
DOT1T	DOT CHANNEL 1	TRANSMIT	151.04000
DOT1R	DOT CHANNEL 1	RECEIVE	156.06000
DOT2T	DOT CHANNEL 2	TRANSMIT	151.05500
DOT2R	DOT CHANNEL 2	RECEIVE	156.10500
DOT3T	DOT CHANNEL 3	TRANSMIT	151.08500
DOT3R	DOT CHANNEL 3	RECEIVE	156.12000
DOT4T	DOT CHANNEL 4	TRANSMIT	151.10000
DOT4R	DOT CHANNEL 4	RECEIVE	156.13500
DOTMO	MOBILE-TO-MOBILE SIMPLEX	SIMPLEX T&R	156.04500

Exhibit 4-13. DOT RADIO LICENSES

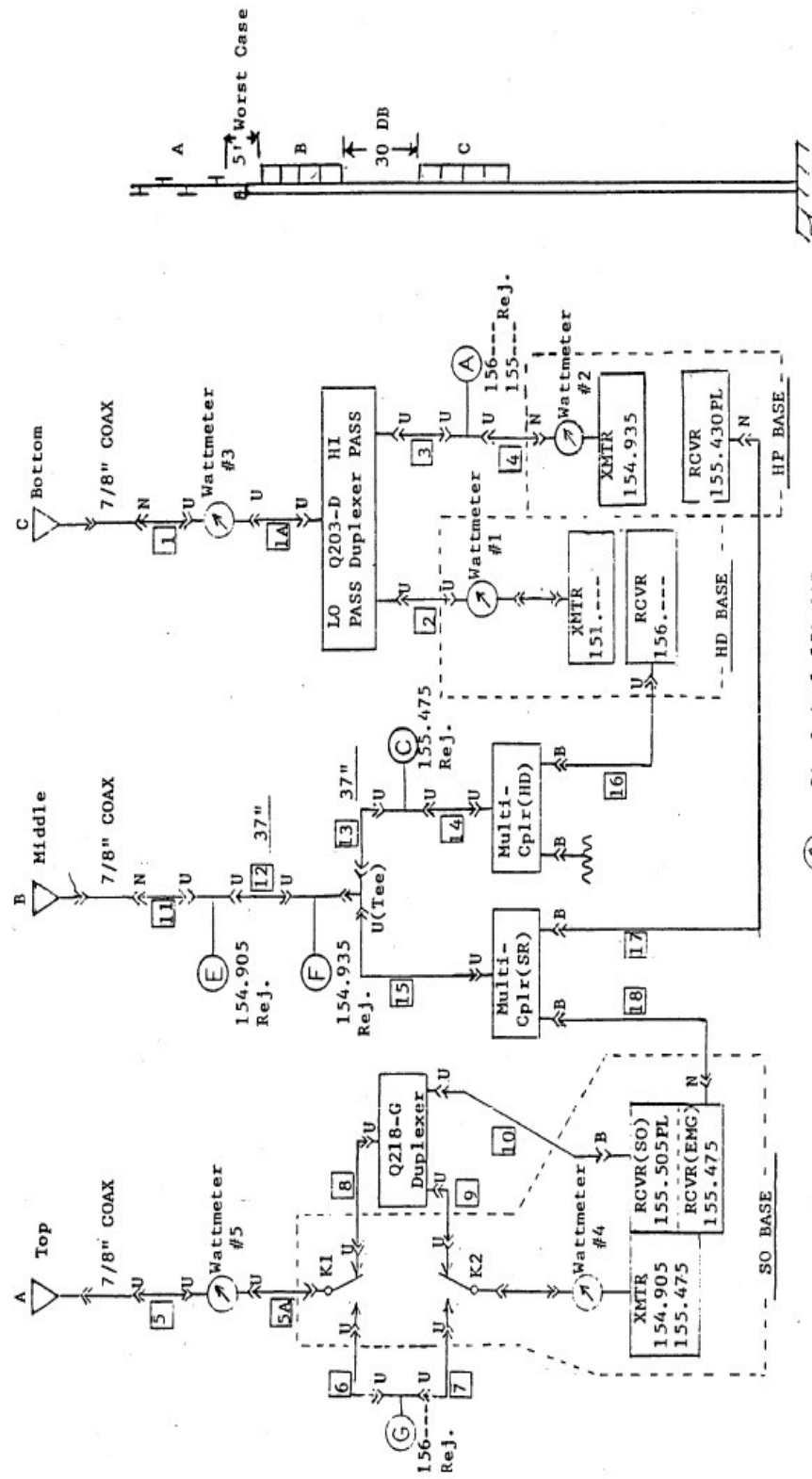
CALL SIGN	SER.	CHAN.	FREQ. (MHz)	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KAQ204	PH	DOT1T	151.04000	01	47-54-42	103-27-10	MC KENZIE	ARNEGARD	FB2C	1	ND - DOT
KAP987	PH	DOT1T	151.04000	02	48-40-34	99-39-00	ROLETTE	MYLO	FB2C	1	ND - DOT
KAQ204	PH	DOT1T	151.04000	10	48-43-02	102-44-59	BURKE	COLUMBUS	FB2C	1	ND - DOT
KAQ200	PH	DOT1T	151.04000	17	47-33-38	97-52-50	STEELE	FINLEY	FB2C	1	ND - DOT
KAQ204	PH	DOT1T	151.04000	18	48-49-03	103-46-33	DIVIDE	FORTUNA	FB2C	1	ND - DOT
KAQ204	PH	DOT1T	151.04000	34	48-18-16	102-55-56	WILLIAMS	TIOGA	FB2C	1	ND - DOT
KAQ204	PH	DOT1T	151.04000	35	47-31-51	103-51-30	MC KENZIE	TROTTERS	FB2C	1	ND - DOT
KAQ204	PH	DOT1T	151.04000	38	48-06-50	103-26-24	WILLIAMS	WILLISTON	FB2C	1	ND - DOT
KRR957	PH	DOT1T	151.04000		00-00-00	00-00-00	STATEWIDE		FBT	2	ND - DOT
KAP987	PH	DOT1T	151.04000		47-59-04	98-55-54	RAMSEY	DEVILS LAKE	FB2C	1	ND - DOT
KRR957	PH	DOT1T	151.04000		00-00-00	00-00-00	STATEWIDE		FB2T	2	ND - DOT
KAP987	PH	DOT1T	151.04000		47-20-37	99-17-27	WELLS	CARRINGTON	FB2C	1	ND - DOT
KAP974	PH	DOT2T	151.05500	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	FB2C	1	ND - DOT
KAP974	PH	DOT2T	151.05500	11	47-27-39	100-15-00	SHERIDAN	DENHOFF	FB2C	1	ND - DOT
KAP974	PH	DOT2T	151.05500	15	46-59-52	100-05-56	KIDDER	DRISCOLL	FB2C	1	ND - DOT
KAQ200	PH	DOT2T	151.05500	19	48-00-17	97-06-30	GRAND FORKS	GRAND FORKS	FB2C	1	ND - DOT
KAP974	PH	DOT2T	151.05500	21	47-11-09	101-25-41	MORTON	HANOVER	FB2C	1	ND - DOT
KAP976	PH	DOT2T	151.05500	23	46-19-37	100-16-39	EMMONS	LINTON	FB2C	1	ND - DOT
KAQ200	PH	DOT2T	151.05500	26	48-37-43	97-59-18	CAVALIER	MILTON	FB2C	1	ND - DOT
KAP974	PH	DOT2T	151.05500	29	46-47-06	101-24-30	MORTON	NEW SALEM	FB2C	1	ND - DOT
KAQ200	PH	DOT2T	151.05500	30	48-00-13	97-56-06	NELSON	PETERSBURG	FB2C	1	ND - DOT
KAP976	PH	DOT2T	151.05500	31	46-18-51	101-17-51	GRANT	RALEIGH	FB2C	1	ND - DOT
KRR957	PH	DOT2T	151.05500		00-00-00	00-00-00	STATEWIDE		FBT	2	ND - DOT
KRR957	PH	DOT2T	151.05500		00-00-00	00-00-00	STATEWIDE		FB2T	2	ND - DOT
KAP995	PH	DOT3T	151.08500	06	46-16-25	103-21-02	BOWMAN	BOWMAN	FB2C	1	ND - DOT
KAP981	PH	DOT3T	151.08500	09	46-56-54	99-06-39	STUTSMAN	CLEVELAND	FB2C	1	ND - DOT
KAP995	PH	DOT3T	151.08500	13	46-43-29	102-54-49	STARK	DICKINSON	FB2C	1	ND - DOT
KAP981	PH	DOT3T	151.08500	20	47-19-40	98-12-34	GRIGGS	HANAFORD	FB2C	1	ND - DOT
KAP995	PH	DOT3T	151.08500	22	47-30-24	102-53-23	DUNN	KILLDEER	FB2C	1	ND - DOT
KAP981	PH	DOT3T	151.08500	25	46-12-50	98-51-10	DICKEY	MERRICOURT	FB2C	1	ND - DOT
KAP995	PH	DOT3T	151.08500	28	46-14-48	102-33-21	HETTINGER	REGENT	FB2C	1	ND - DOT
KAP995	PH	DOT3T	151.08500	33	46-52-35	103-50-49	GOLDEN VALLEY	SENTINEL BUTTE	FB2C	1	ND - DOT
KAP981	PH	DOT3T	151.08500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2C	1	ND - DOT
KAP981	PH	DOT3T	151.08500	39	46-15-18	99-44-20	MC INTOSH	WISHEK	FB2C	1	ND - DOT
KRR957	PH	DOT3T	151.08500		00-00-00	00-00-00	STATEWIDE		FBT	2	ND - DOT

CALL SIGN	SER.	CHAN.	FREQ. (MHz)	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KRR957	PH	DOT3T	151.08500		00-00-00	00-00-00	STATEWIDE		FB2T	2	ND - DOT
KAP990	PH	DOT4T	151.10000	04	48-24-47	102-00-54	MOUNTRAIL	BLAISDELL	FB2C	1	ND - DOT
KAP990	PH	DOT4T	151.10000	05	48-57-08	100-28-07	BOTTINEAU	BOTTINEAU	FB2C	1	ND - DOT
KAP982	PH	DOT4T	151.10000	08	45-56-14	97-28-41	SARGENT	CAYUGA	FB2C	1	ND - DOT
KAP990	PH	DOT4T	151.10000	14	47-49-11	100-45-31	MC LEAN	BUTTE	FB2C	1	ND - DOT
KAP982	PH	DOT4T	151.10000	16	46-51-56	96-55-12	CASS	FARGO	FB2C	1	ND - DOT
KAQ200	PH	DOT4T	151.10000	17	47-33-38	97-52-50	STEELE	FINLEY	FB2C	1	ND - DOT
KAP982	PH	DOT4T	151.10000	24	47-29-02	97-19-27	TRAILL	MAYVILLE	FB2C	1	ND - DOT
KAP990	PH	DOT4T	151.10000	27	48-10-51	101-18-56	WARD	MINOT	FB2C	1	ND - DOT
KAP990	PH	DOT4T	151.10000	32	47-56-28	101-34-14	WARD	RYDER	FB2C	1	ND - DOT
KAP982	PH	DOT4T	151.10000	37	46-15-54	96-38-08	RICHLAND	WAHPETON	FB2C	1	ND - DOT
KRR957	PH	DOT4T	151.10000		00-00-00	00-00-00	STATEWIDE		FBT	2	ND - DOT
KRR957	PH	DOT4T	151.10000		00-00-00	00-00-00	STATEWIDE		FB2T	2	ND - DOT
KNBR727	PP	HP3	155.37000		46-53-57	102-47-05	STARK	DICKINSON	FB	1	ND - DOT
KNBR727	PP	SR1R	155.43000		46-53-57	102-47-05	STARK	DICKINSON	FB	1	ND - DOT
KNBR727	PP	SR2R	155.50500		46-53-57	102-47-05	STARK	DICKINSON	FB	1	ND - DOT
KAP974	PH	DOTMO	156.04500	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	MO	90	ND - DOT
KAP976	PH	DOTMO	156.04500	31	46-18-51	101-17-51	GRANT	RALEIGH	MO	90	ND - DOT
KAP995	PH	DOTMO	156.04500		00-00-00	00-00-00	STARK	DICKINSON	MO	70	ND - DOT
KCO70	PH	DOT1R	156.06000	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FX1	1	ND - DOT
KAM560	PH	DOT1R	156.06000		00-00-00	00-00-00	STATEWIDE		FBT	30	ND - DOT
KCO70	PH	DOT2T	156.10500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FX1	1	ND - DOT
KAP974	PH	DOT2T	156.10500	03	46-49-15	100-46-56	BURLEIGH	BISMARCK	FBT	5	ND - DOT
KAP976	PH	DOT2T	156.10500	31	46-18-51	101-17-51	GRANT	RALEIGH	FBT	5	ND - DOT
KAM560	PH	DOT2R	156.10500		00-00-00	00-00-00	STATEWIDE		FBT	30	ND - DOT
KAP974	PH	DOT2T	156.10500		00-00-00	00-00-00	BURLEIGH	BISMARCK	MO	90	ND - DOT
KAP976	PH	DOT2T	156.10500		00-00-00	00-00-00	GRANT	RALEIGH	MO	90	ND - DOT
WBV809	PH	DOT2T	156.10500		46-49-17	100-46-57	BURLEIGH	BISMARCK	FX1	1	ND - DOT
KCO70	PH	DOT3R	156.12000	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FX1	1	ND - DOT
KAP995	PH	DOT3R	156.12000		00-00-00	00-00-00	STARK	DICKINSON	MO	70	ND - DOT
KAP995	PH	DOT3R	156.12000		00-00-00	00-00-00	STARK	DICKINSON	FBT	5	ND - DOT
KAM560	PH	DOT3R	156.12000		00-00-00	00-00-00	STATEWIDE		FBT	30	ND - DOT
KCO70	PH	DOT4R	156.13500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FX1	1	ND - DOT
KAM560	PH	DOT4R	156.13500		00-00-00	00-00-00	STATEWIDE		FBT	30	ND - DOT
WFK673	PH		451.25000	20	47-19-40	98-12-35	GRIGGS	HANNAFORD	FX1	1	ND - DOT
KNDK551	PL		453.22500	03	46-49-16	100-46-58	BURLEIGH	BISMARCK	FB2	1	ND - DOT

CALL SIGN	SER.	CHAN.	FREQ. (MHz)	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
KNFF823	PL		453.22500	11	47-27-46	100-15-00	SHERIDAN	DENHOFF	FB2	1	ND - DOT
KNFF824	PL		453.22500	15	46-59-50	100-06-02	KIDDER	DRISCOLL	FB2	1	ND - DOT
KNFF826	PL		453.22500	17	47-33-38	97-52-50	STEELE	FINLEY	FB2	1	ND - DOT
KNFF822	PL		453.22500	21	47-11-08	101-25-46	OLIVER	HANNOVER	FB2	1	ND - DOT
KNFS806	PL		453.22500	26	48-37-40	97-59-24	CAVALIER	MILTON	FB2	1	ND - DOT
KNFF820	PL		453.22500	29	46-46-58	101-24-13	MORTON	NEW SALEM	FB2	1	ND - DOT
KNFS805	PL		453.22500	30	48-00-16	97-55-60	NELSON	PETERSBURG	FB2	1	ND - DOT
KNFF821	PL		453.22500	31	46-18-51	101-17-52	GRANT	RALEIGH	FB2	1	ND - DOT
KNFS801	PL		453.22500	38	48-06-50	103-26-25	WILLIAMS	WILLISTON	FB2	1	ND - DOT
KNFF825	PL		453.22500	39	46-15-18	99-44-21	MC INTOSH	WISHEK	FB2	1	ND - DOT
KNFS804	PL		453.22500		48-00-26	97-06-27	GRAND FORKS	GRAND FORKS	FB2	1	ND - DOT
KNDE667	PL		453.27500	06	46-16-25	103-21-02	BOWMAN	BOWMAN	FB2	1	ND - DOT
KNFF828	PL		453.27500	08	45-56-17	97-28-30	SARGENT	CAYUGA	FB2	1	ND - DOT
KNFF831	PL		453.27500	13	46-43-27	102-54-47	STARK	DICKINSON	FB2	1	ND - DOT
KNFF827	PL		453.27500	16	46-51-58	96-55-19	CASS	WEST FARGO	FB2	1	ND - DOT
KNFF832	PL		453.27500	22	47-30-22	102-53-15	DUNN	KILLDEER	FB2	1	ND - DOT
KNFF833	PL		453.27500	28	46-14-48	102-33-21	ADAMS	MOTT	FB2	1	ND - DOT
KNFF829	PL		453.27500		46-16-00	96-37-60	RICHLAND	WAHPETON	FB2	1	ND - DOT
KNFS802	PL		453.32500	05	48-57-08	100-28-07	BOTTINEAU	BOTTINEAU	FB2	1	ND - DOT
KNFF837	PL		453.32500	09	46-56-54	99-06-40	STUTSMAN	CLEVELAND	FB2	1	ND - DOT
KNFF835	PL		453.32500	14	47-49-05	100-45-29	MC LEAN	BUTTE	FB2	1	ND - DOT
KNFF838	PL		453.32500	25	46-12-50	98-51-10	DICKEY	MERRICOURT	FB2	1	ND - DOT
KNFS803	PL		453.32500	27	48-11-10	101-18-05	WARD	MINOT	FB2	1	ND - DOT
KNFF834	PL		453.32500	32	47-56-20	101-34-10	WARD	RYDER	FB2	1	ND - DOT
KNFS801	PL		453.32500	33	46-52-35	103-50-49	GOLDEN VALLEY	SENTINEL BUTTE	FB2	1	ND - DOT
KNFF836	PL		453.32500	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FB2	1	ND - DOT
KNDE666	PL		453.32500		48-24-17	102-00-49	MOUNTRAIL	BLAISDELL	FB2	1	ND - DOT
KNFS798	PL		453.37500	02	48-40-34	99-39-01	ROLETTE	MYLO	FB2	1	ND - DOT
KNFF839	PL		453.37500	07	47-20-40	99-17-29	WELLS	CARRINGTON	FB2	1	ND - DOT
KNFS800	PL		453.37500	10	48-43-00	102-45-02	BURKE	COLUMBUS	FB2	1	ND - DOT
KNFS799	PL		453.37500	18	48-49-03	103-46-31	DIVIDE	FORTUNA	FB2	1	ND - DOT
KNDE665	PL		453.37500	34	48-18-12	102-55-04	WILLIAMS	TIOGA	FB2	1	ND - DOT
KA94292	PL		453.47500		00-00-00	00-00-00	BURLEIGH	BISMARCK	MO	15	ND - DOT
WFK674	PH		456.25000	36	46-54-33	97-53-36	BARNES	VALLEY CITY	FX1	1	ND - DOT
WPAF908	PH		457.97500	16	46-51-58	96-55-19	CASS	FARGO	FX1	1	ND - DOT
WPAF908	PH		457.97500		46-24-36	96-49-45	RICHLAND	GALCHUTT	FXO	1	ND - DOT

CALL SIGN	SER.	CHAN.	FREQ. (MHz)	SITE	LAT.	LONG.	COUNTY	CITY	TYPE	QUAN.	LICENSEE
WPAF908	PH		457.97500		47-32-26	97-05-23	TRAILL	CUMMINGS	FXO	1	ND - DOT
WPAF908	PH		457.97500		46-50-55	96-46-57	CASS	FARGO	FXO	1	ND - DOT
WPAF908	PH		457.97500		47-01-19	97-33-23	CASS	FARGO	FXO	1	ND - DOT
KA94292	PL		458.22500		00-00-00	00-00-00	BURLEIGH	BISMARCK	MO	15	ND - DOT
KA94292	PL		458.27500		00-00-00	00-00-00	BURLEIGH	BISMARCK	MO	15	ND - DOT
KA94292	PL		458.32500		00-00-00	00-00-00	BURLEIGH	BISMARCK	MO	15	ND - DOT
KA94292	PL		458.37500		00-00-00	00-00-00	BURLEIGH	BISMARCK	MO	15	ND - DOT
KAA666	PP	HP3	155.37000		46-00-47	98-31-23	DICKEY	ELLENDAL	FB	1	ND - Highway Dept.
KAA666	PP	SR1R	155.43000		46-00-47	98-31-23	DICKEY	ELLENDAL	FB	1	ND - Highway Dept.
KAA666	PP	SR2R	155.50500		46-00-47	98-31-23	DICKEY	ELLENDAL	FB	1	ND - Highway Dept.
KD6403	PH	DOTMO	156.04500		00-00-00	00-00-00	STATEWIDE		MO	750	ND - Highway Dept.
KD6403	PH	DOT1R	156.06000		00-00-00	00-00-00	STATEWIDE		MO	750	ND - Highway Dept.
KD6403	PH	DOT2T	156.10500		00-00-00	00-00-00	STATEWIDE		MO	750	ND - Highway Dept.
KD6403	PH	DOT3R	156.12000		00-00-00	00-00-00	STATEWIDE		MO	750	ND - Highway Dept.
KD6403	PH	DOT4R	156.13500		00-00-00	00-00-00	STATEWIDE		MO	750	ND - Highway Dept.

EXHIBIT 4-16. DOT TOWER SITE ANTENNA SYSTEM



Connectors
 N--N type
 U--UHF
 B--BNC

(A) --- Sinclair 1-150-2Q7
 (C) (E) (F) (G) --- Sinclair 1-150-2R7
 Multi-Cplr. ---- Sinclair CR2-2C01-CF

TYPICAL HWY DEPT
 STATION PLAN
 Rev. ATT 9-18-81

Appendix A - Contract Form

SAMPLE PERSONAL SERVICE CONTRACT

PERSONAL SERVICE CONTRACT

THE PARTIES TO THIS CONTRACT ARE THE STATE OF NORTH DAKOTA, ACTING THROUGH ITS DEPARTMENT OF _____ (STATE), AND

_____(CONTRACTOR);

1. **SCOPE OF SERVICE**

CONTRACTOR, in exchange for the compensation paid by the STATE under this contract, agrees to provide the following services:

2. **TERM OF CONTRACT**

The term of this contract is for a period of _____ months, commencing on the ____ day of _____, 20____, and terminating on the ____ day of _____, 20____.

3. **COMPENSATION**

STATE will pay for the services provided by CONTRACTOR under this contract an amount not to exceed _____ per _____, to be paid _____.

4. **TERMINATION OF CONTRACT**

a. Termination without cause. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. Termination for lack of funding or authority. The STATE may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for cause. The STATE by written notice of default to the CONTRACTOR may terminate the whole or any part of this contract:

- 1) If the CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by the STATE; or
- 2) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of the STATE provided in the above clause related to defaults by the CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. FORCE MAJEURE

CONTRACTOR shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond the CONTRACTOR's reasonable control and the CONTRACTOR gives notice to the STATE immediately upon occurrence of the

event causing the delay or default or which is reasonably expected to cause a delay or default.

6. RENEWAL

This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least sixty days before the scheduled termination date.

7. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

8. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without the STATE's express written consent. However, the CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR shall not have the authority to contract for or incur obligations on behalf of the STATE.

10. NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

_____ or _____

11. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

12. SPOLIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR SHALL PROMPTLY NOTIFY STATE OF ALL POTENTIAL CLAIMS WHICH ARISE OR RESULT FROM THIS CONTRACT. CONTRACTOR SHALL ALSO TAKE ALL REASONABLE STEPS TO PRESERVE ALL PHYSICAL EVIDENCE AND INFORMATION WHICH MAY BE RELEVANT TO THE CIRCUMSTANCES SURROUNDING A POTENTIAL CLAIM, WHILE MAINTAINING PUBLIC SAFETY, AND GRANTS TO THE STATE THE OPPORTUNITY TO REVIEW AND INSPECT THE EVIDENCE, INCLUDING THE SCENE OF AN ACCIDENT.

13. INDEMNITY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF NORTH DAKOTA, ITS AGENCIES, OFFICERS, AND EMPLOYEES (NORTH DAKOTA), FROM ANY AND ALL CLAIMS OF ANY NATURE, INCLUDING ALL COSTS, EXPENSES AND ATTORNEYS' FEES, WHICH MAY IN ANY MANNER RESULT FROM OR ARISE OUT OF THIS CONTRACT, EXCEPT FOR CLAIMS RESULTING FROM OR ARISING OUT OF NORTH DAKOTA'S SOLE NEGLIGENCE. THE LEGAL DEFENSE PROVIDED BY CONTRACTOR TO NORTH DAKOTA UNDER THIS PROVISION MUST BE FREE OF ANY CONFLICTS OF INTEREST, EVEN IF RETENTION OF SEPARATE LEGAL COUNSEL FOR NORTH DAKOTA IS NECESSARY. CONTRACTOR SHALL ALSO DEFEND, INDEMNIFY, AND HOLD NORTH DAKOTA HARMLESS FOR ALL COSTS, EXPENSES, AND ATTORNEYS' FEES INCURRED IN ESTABLISHING AND LITIGATING THE INDEMNIFICATION COVERAGE PROVIDED IN THIS SECTION. THE OBLIGATION IN THIS SECTION SHALL CONTINUE AFTER TERMINATION OF THIS CONTRACT, OR ANY EXTENSIONS OR RENEWALS OF IT.

14. INSURANCE

A. REQUIRED COVERAGES. CONTRACTOR SHALL SECURE AND KEEP IN FORCE DURING THE TERM OF THIS CONTRACT, FROM INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NORTH DAKOTA, THE FOLLOWING INSURANCE COVERAGES COVERING THE CONTRACTOR FOR ANY AND ALL CLAIMS OF ANY NATURE WHICH MAY IN ANY MANNER ARISE OUT OF OR RESULT FROM THIS CONTRACT:

- 1) COMMERCIAL GENERAL LIABILITY, INCLUDING CONTRACTUAL COVERAGE, AND PRODUCTS OR COMPLETED OPERATIONS COVERAGE (IF APPLICABLE), WITH MINIMUM LIABILITY LIMITS OF \$250,000 PER PERSON AND \$1,000,000 PER OCCURRENCE.**
- 2) AUTOMOBILE LIABILITY, WITH MINIMUM LIABILITY LIMITS OF \$250,000 PER PERSON AND \$1,000,000 PER OCCURRENCE.**
- 3) WORKERS COMPENSATION COVERAGE MEETING ALL NORTH DAKOTA STATUTORY REQUIREMENTS, INCLUDING: A) AN "ALL STATES ENDORSEMENT" TO COVER CLAIMS OCCURRING OUTSIDE THE STATE OF NORTH DAKOTA IF ANY OF THE SERVICES PROVIDED UNDER THIS CONTRACT INVOLVE WORK OUTSIDE THE STATE OF NORTH DAKOTA; AND B) EMPLOYER'S LIABILITY OR "STOP GAP" INSURANCE OF NOT LESS THAN \$1,000,000 AS AN ENDORSEMENT ON THE WORKERS COMPENSATION OR COMMERCIAL GENERAL LIABILITY INSURANCE IF CONTRACTOR IS DOMICILED OUTSIDE THE STATE OF NORTH DAKOTA.**

b. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:

- 1) ANY DEDUCTIBLE OR SELF INSURED RETENTION AMOUNT OR OTHER SIMILAR OBLIGATION UNDER THE POLICIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE AMOUNT OF ANY DEDUCTIBLE OR SELF RETENTION IS SUBJECT TO APPROVAL BY THE STATE.**

- 2) This insurance may be in policy or policies of insurance, primary and excess, including**

the so-called umbrella or catastrophe form and must be placed and maintained for the term of this contract and any extensions with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by the STATE. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.

- 3) NORTH DAKOTA will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify NORTH DAKOTA under Section 13 shall not be limited by the insurance required in this section.
- 4) NORTH DAKOTA shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. NORTH DAKOTA shall have the same rights and coverages as CONTRACTOR under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10 form, or such other form as approved by the STATE, and the endorsement shall not limit or delete NORTH DAKOTA's coverage in any way based upon NORTH DAKOTA's acts or omissions.
- 5) The insurance required in this section, through a policy or endorsement, shall include:
 - a. a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against NORTH DAKOTA;
 - b. a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned STATE representative;
 - c. a provision that any attorney who represents NORTH DAKOTA under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
 - d. a provision that CONTRACTOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by NORTH DAKOTA and that any insurance, self-insurance or self-retention maintained by NORTH DAKOTA shall be excess of the CONTRACTOR's insurance and shall not contribute with it;
 - e. cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to NORTH DAKOTA under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for NORTH DAKOTA is necessary.
- 7) CONTRACTOR shall furnish a certificate of insurance, the additional insured endorsement adding NORTH DAKOTA as an additional insured, and, if requested, a copy of the insurance policy and all its endorsements, to the undersigned STATE representative prior to commencement of this contract.

- 8) Failure to provide insurance as required in this section is a material breach of contract entitling STATE to immediately terminate this contract.

15. ATTORNEY FEES

In the event a lawsuit is instituted by the STATE to obtain performance due of any kind under this contract, and the STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay the STATE's reasonable attorney fees and costs in connection with the lawsuit.

16. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The STATE does not waive any right to a jury trial.

17. CONFIDENTIALITY

CONTRACTOR agrees not to use or disclose any information it receives from the STATE under this contract that the STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the STATE. The STATE agrees not to disclose any information it receives from CONTRACTOR that the CONTRACTOR has previously identified as confidential and which the STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

18. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 17, the STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records which are obtained or generated by the CONTRACTOR under this contract, except for records that are confidential under Section 17, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact the STATE immediately upon receiving a request for information under the open records law and to comply with the STATE's instructions on how to respond to the request.

19. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to the STATE and must be delivered to STATE at STATE's request upon termination of this contract. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

20. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor

Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out the CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

21. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

22. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

23. PREPAYMENT

The STATE will not make any advance payments before performance by the CONTRACTOR under this contract.

24. TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _____.
CONTRACTOR's federal employer ID number is: _____.

25. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

STATE OF NORTH DAKOTA

BY: _____

ITS: _____

DATE: _____

Appendix B - Contract Bond



CONTRACT BOND

Central Services Division

A division of Office of Management and Budget
SFN 51815

State Procurement Office
14th Floor Capitol Tower
600 East Boulevard Ave Dept 012
Bismarck ND 58505-0310
(701) 328-2683

Contract Number _____ (See instructions on next page to complete this form.)

Know all men by these present, that we _____

as principal, and _____

as surety, are held and firmly bound unto the State of North Dakota in the penal sum of _____ for the use of said State of North Dakota and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies of materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, said principal has entered into written contract with the Office of Management and Budget for the State of North Dakota:

in _____ County, North Dakota, which said contract and incorporated plans and specifications are by this reference made a part hereof as fully and with the same force and effect as if set forth in full herein:

NOW THEREFORE, IF THE PRINCIPAL SHALL: (1) PERFORM ALL THE TERMS, COVENANTS AND CONDITIONS OF SAID CONTRACT; (2) PROTECT THE STATE OF NORTH DAKOTA AGAINST ANY LOSS OR DAMAGE FROM ANY CAUSE ARISING OUT OF SAID CONTRACT; (3) PAY OR CAUSE TO BE PAID ALL BILLS AND CLAIMS AGAINST THE PRINCIPAL OR ANY SUBCONTRACTOR ON ACCOUNT OF LABOR OR SERVICES PERFORMED AND ALL MATERIALS, EQUIPMENT OR SUPPLIES FURNISHED, WHETHER DIRECTLY OR INDIRECTLY ARISING OUT OF THE PERFORMANCE OF SAID CONTRACT; (4) PAY ALL INSURANCE PREMIUMS AND ALL ITEMS FOR WHICH PAYMENT UNDER THE TERMS OF THE CONTRACT IS TO BE MADE OR GUARANTEED BY THE PRINCIPAL; (5) HAVE MADE OR WILL MAKE PRIOR TO THE COMMENCEMENT OF ANY WORK BY HIMSELF OR ANY SUBCONTRACTOR UNDER SUCH CONTRACT, THE FULL AND TRUE REPORT TO THE WORKERS' COMPENSATION BUREAU OF THE PAYROLL EXPENDITURES FOR THE EMPLOYEES TO BE ENGAGED IN SUCH WORK, AND THAT HE HAS PAID, OR WILL PAY, THE PREMIUM THEREON PRIOR TO THE COMMENCEMENT OF SUCH WORK; (6) PAY OR CAUSE TO BE PAID ALL CONTRIBUTIONS DUE TO THE UNEMPLOYMENT COMPENSATION DIVISION; (7) PAY OR CAUSE TO BE PAID ANY AND ALL TAXES THAT MAY BE ACCESSED OR LEVIED TO BE A CHARGE AGAINST SUCH CONTRACTOR OR ANY SUBCONTRACTOR UNDER SUCH CONTRACT BY THE STATE OF NORTH DAKOTA OR ANY OF ITS SUBDIVISIONS; THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT. AND THE SAID SURETY HEREBY STIPULATES AND AGREES THAT ANY CHANGE, EXTENSION, ALTERATION, DEDUCTION, OR ADDITION, WITH OR WITHOUT NOTICE TO THE SURETY, IN OR TO THE TERMS OF SAID CONTRACT OR THE PLANS OR THE SPECIFICATIONS ACCOMPANYING THE SAME PROVIDED FOR THEREIN, SHALL NOT IN ANY WAY AFFECT THE OBLIGATION AND LIABILITY OF SAID SURETY ON THIS BOND.

SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

(Seal of Principal)

Principal:
By:
Title:

Important Notice:

If an individual doing business under a firm name, so state, giving both names, and the individual signing shall designate himself as sole owner.
If partnership, so state, and at least one member of such partnership must sign

(Seal of Surety)

Surety:
By:

If a Corporation, the full corporate name must be used and the execution must be by an officer of the corporation

Title:

Any other person executing for the principal or surety must attach a power of attorney

Countersigned (North Dakota Resident Agency of Surety):
Mailing Address:

Section 26.1-03-01 of the North Dakota Century Code provides that "an insurance company transacting an insurance business in this State may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured." If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name and address of all companies with whom such agreements have been made, and that copies of such reinsurance agreements will be furnished to the North Dakota State Insurance Commissioner upon request.

Instructions: (1) Dates used in the completion of this bond form should be the actual dates, without regard for the effective dates of the contract, to which the bond applies. Dates must be in chronological sequence, i.e., date of signature on the basic bond form must be the same or prior to the dates indicated in the acknowledgement portion, and dates used in the acknowledgement of surety portion must be the same as or subsequent to the date used in other portions of the bond form. (2) Persons signing the bond as a 'principal' must be an officer of the firm unless a notarized authorization for such signing is also submitted with the bond form. (3) Dates of Power of Attorney forms, when used, must be dated the same as the date of the certification to which it pertains. If the person(s) signing and executing this contract bond do not comply strictly with these instructions, then the contract bond form will be sent back to the appropriate person(s) for any necessary corrections.

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____ COUNTY OF _____
 ON THIS _____ DAY OF _____, 20 _____ BEFORE ME A NOTARY PUBLIC IN THE STATE OF _____
 PERSONALLY APPEARED _____ KNOWN TO ME TO
 BE _____ OF THE PRINCIPAL DESCRIBED IN THE WITHIN INSTRUMENT AND
 WHO EXECUTED THE SAME FOR AND ON BEHALF OF SAID PRINCIPAL.

Notary Public must legibly stamp, type of print name in addition to signature:	(Notary Seal)
NOTARY PUBLIC, STATE OF:	
My commission expires:	

ACKNOWLEDGEMENT OF SURETY

STATE OF _____ COUNTY
 OF _____
 ON THIS _____ DAY OF _____, 20 _____ BEFORE ME A
 NOTARY PUBLIC IN THE STATE OF _____ PERSONALLY APPEARED
 _____ KNOWN TO ME TO BE _____
 OF THE SURETY DESCRIBED IN THE WITHIN INSTRUMENT AND WHO EXECUTED
 THE SAME FOR AND ON BEHALF OF SAID SURETY.

Notary Public must legibly stamp, type of print name in addition to signature:	(Notary Seal)
NOTARY PUBLIC, STATE OF:	
My commission expires:	

ATTORNEY GENERAL – APPROVED AS TO FORM:

This _____ Day of _____ 20__	Attorney General:
	By Assistant:

NORTH DAKOTA STATE PROCUREMENT OFFICE APPROVAL

This _____ Day of _____ 20__	Authorized Agent:
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